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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

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CURRENT TOPICS.

BOTH THE discussion at the recent meeting on the Incorporated Law Society's Land Transfer Bill and the result of the debate were in every way satisfactory. Mr. HUNTER explained with great clearness the history of the matter and the leading provisions of the Bill; Mr. N. T. LAWRENCE, the veteran real property law reformer, expressed his approval of the proposals; Mr. C. T. SAUNDERS affirmed that every country member of the Council was in favour of the Bill; and, the usual process having been gone through of the moving and withdrawal of an amendment by Mr. CHARLES FORD, it was unanimously resolved that the meeting approved of the action of the Council in preparing and putting forward the Conveyancing Bill of 1896. Thus the Council will be able to approach the Government with evidence that they have the profession at their back. If we may judge from expressions of opinion which have reached us, this result is largely due to the well-timed publication of the Bill and the skilful action of the Council since they got into working order. But it speaks much for the practical common sense of solicitors throughout the country that they have at once appreciated the position and accepted the Bill in principle. No one pretends to say that the measure is free from defects, but we adhere to our opinion that the general scheme adopted is likely to work, and to result in course of time in simplification of transfer of land. This is sufficient for us at present, and we shall await the progress of the Bill before offering the criticisms on matters of detail which suggest themselves to us. If rumour is correct, it is not unlikely that the measure may be adopted by the Lord Chancellor, and be brought in together with an amending voluntary Registration of Title Bill.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel: Mr. WILLIAM DONALDSON RAWLINS, of the Chancery Bar, 1872; Mr. JOHN DONOHOE FITZGERALD, Parliamentary Bar and South-Eastern Circuit, 1872; Mr. GEORGE MALLOWS FREEMAN, South-Eastern Circuit, 1874; Mr. ALEXANDER MACMORRAN, South-Eastern Circuit, 1875; Mr. MILES WALKER MATTINSON, Northern Circuit, 1877; Mr. ROGER WILLIAM WALLACE, North-Eastern Circuit, 1882; and Mr. PAUL OGDEN LAWRENCE, Northern Circuit (Liverpool), 1882.

IT WOULD APPEAR that Mr. Justice KEKEWICH's views as to the reduction of the court rate of interest are not shared by all the learned judges of the Chancery Division. We are informed that on Wednesday last, in a case of *Re McConnell*, NORTH, J., said he did not feel at liberty to alter the 4 per cent. rate of interest chargeable as against trustees. He would express no

opinion as to whether that rate ought to be reduced, but would only say that the 4 per cent. rule had been so long in existence that (in the absence of a decision by the Court of Appeal) he did not himself feel at liberty to depart from it. This was said notwithstanding the citation of the recent decision of KEKEWICH, J., in *Re Goodenough* (1895, 2 Ch. 537) reducing the rate to 3 per cent.

IT HAS been understood for some time that Mr. BUCKLEY, the senior taxing master, was on the point of retiring, and that the usual controversy was pending with regard to diminishing the number of these officials. There is a certain monotony about these discussions. One of several officials in a department is ill and absent from his post for some time; his work is divided among his colleagues, it may be at considerable inconvenience to them and delay to suitors. Then the official who has been absent indicates his intention of retiring. Forthwith arises the cry from the authority in charge of the cutting-down arrangements, "You have managed to get on very well with only so many officers, why cannot you do without any filling up of the vacant post?" We really believe that if by some melancholy fate half the judges were kept from their duties for a month or two and then resigned, and the remaining judges had worked extra hours to prevent arrears of business, it would be alleged that the judicial staff was too large by half. The moral for officers of the court is not inspiriting. If you want to jog along comfortably, never on any account undertake the work of an absent colleague.

AN AMUSING discussion took place in Chancery Court No. 1 on Wednesday, during the trial of an action relating to patent hat grips. An expert being in the box, his counsel wished to put in a living young lady as an exhibit for the purpose of shewing how the grips acted. The other side objected that an unsworn living person could not be made an exhibit, even for the purpose of experiment; but the judge allowed the experiments to proceed, on the undertaking of the experimenting counsel to call the exhibit as a witness if it were found necessary. The expert then directed the exhibit to fasten various hats on with various grips, but his counsel soon found it necessary to appeal to the exhibit herself for further explanation as to the *modus operandi*, the grips being necessarily under the hat and buried in the lady's hair. It was at once conceded that an exhibit who talked could no longer be exhibited, and the lady was subsequently sworn as a witness. We have our doubts whether in any case such an exhibit ought not to have been first sworn to do the experiments fairly, truly, and justly between the parties, and we presume the ordinary form of oath would cover the case.

SINCE THE decision of the Court of Appeal in *Re Fox* (*a lunatic*) (33 Ch. D. 37) it has been settled that the court will not authorize the committee of a lunatic, on raising money by mortgage of the lunatic's estate, to enter into a covenant for payment on behalf of the lunatic. Of course, if the committee can find a mortgagee who will advance the money without insisting on the covenant, no harm is done, but the objection of the court (COTTON and LINDLEY, L.JJ.) seems to have been to any covenant by a committee in the name of a lunatic; and this doctrine, when applied to other transactions, such as sales and leases, involves serious practical difficulties. Upon a sale the purchaser expects to get the usual covenants for title, and upon a lease the lessee expects to get the usual covenant for quiet enjoyment. In either case the transaction may fall through in consequence of the inability of the committee to give the necessary covenants, with consequent loss to the lunatic's estate. It is satisfactory, therefore, that the Court of Appeal have now held, in *Re Ray* (reported elsewhere), that this practice involves too strict a view of the committee's functions, and that conveyances of the lunatic's property may be made to contain covenants for title which will bind the lunatic's estate.

OBITER DICTA, as a great authority has said, have an uncomfortable habit of coming home to roost. We trust, however, that the valuable observations of CHITTY, J., in *Ancell* v. *Ra* (reported elsewhere) on the much disputed questions as to t time of ascertaining the shares in partition actions and as to t costs of incumbered shares, will receive a welcome home wh the point really arises for decision. An *ex cathedrâ* opinion on doubtful point is not, of course, an authority binding on t court, but it gives great weight to an argument. It will b seen that in the result CHITTY, J., has practically adopted th judgment of NORTH, J., in *Belcher* v. *Williams* (39 W. R. 26 45 Ch. D. 510), as against the dictum of KEKEWICH, J., i *Catton* v. *Banks* (41 W. R. 429; 1893, 2 Ch. 221), as to the tim of ascertaining the shares, but has adopted the judgment o KEKEWICH, J., as against that of NORTH, J., as to the costs o an incumbered share. It is, however, so difficult to see wh two assignees of half a share apiece should get separate costs, while a mortgagor and a mortgagee of a share mortgaged t half its value only get one set of costs between them, that w hope on the next occasion the point will be fought at arm's length.

A TRUSTEE who is unwilling to undertake any part of the trusts devolved upon him can only protect himself by disclaiming the trusts altogether, and the recent decision of the Court of Appeal in *Re Lord and Fullerton's Contract* (43 W. R. 195) shews that it makes no difference that the part of the trusts which he is willing to accept relates to property situated in a country outside the jurisdiction of the English courts. The rule that there can be no acceptance of part of the trusts under a will or settlement without acceptance of the whole was applied with some harshness in *Urch* v. *Walker* (3 M. & Cr. 702), where a will included a gift of a legacy of £1,100 and also a devise of land in trust. The trustees named in the will never acted in the trusts, but in order to avoid difficulties as to title they executed a conveyance of the land to a beneficiary upon his attaining twenty-one. The deed recited that they had never intermeddled with the trusts, and it was executed in reliance upon the opinion of counsel that no liability would be incurred; nevertheless the conveyance of the land by the trustees was treated as evidence that they had accepted the trusts of the will. Consequently, they had accepted also the trusts of the legacy of £1,100, and were held liable to account for it. It was suggested in argument that the acceptance related, at any rate, only to the land; but Lord COTTENHAM, C., in his judgment, does not seem to have thought this point worthy of notice. An acceptance of any of the trusts of the will was assumed to be an acceptance of all. It is to be noticed, too, that where the same persons are executors and trustees of a will proof of the will by them is treated as an acceptance of the trusts (*Mucklow* v. *Fuller*, Jac. 198; *Ward* v. *Butler*, 2 Moll. 533). At the same time the rule against partial disclaimer does not prevent several of a set of trustees of copyhold property from disclaiming the devise to the intent that the remaining one may have the right to be admitted alone, the disclaiming trustees taking upon themselves any risk of a breach of trust (*Wellesley* v. *Withers*, 4 E. & B. 750). In *Re Lord and Fullerton's Contract* (*supra*) a testator, who had estates in England and in America, appointed five persons his executors and trustees. One of them renounced probate and disclaimed all the trusts of the will, and another by deed poll declared that he had refused to act as trustee for any property situate without the bounds of the United States, he being then resident there. Upon a sale of property in England by the three trustees who proved the will, objection was taken that the disclaimer by the trustee in the United States was a partial disclaimer and void, so that a title could not be made without his concurrence. In point of view of convenience there may be something to be said for allowing a trustee under such circumstances to accept only the trusts relating to property in the country where he resides; but the rule in question does not admit of any such exception, and, as pointed out by the Court of Appeal, it is competent for the testator, if he so chooses, to appoint separate sets of trustees. Hence the objection of the purchaser was upheld.

A GOOD deal of difficulty attaches to the interpretation of the "mutual credit" clause in bankruptcy. By section 38 of the

Bankruptcy Act, 1883, a right of set-off is allowed where there have been "mutual credits, mutual debts, or other mutual dealings," between a bankrupt and a person claiming to prove against his estate. The sum due from one party is to be set off against the sum due from the other party, "and the balance of the account and no more shall be claimed and paid on either side respectively." Notwithstanding the elasticity of the phrase "mutual dealings," which was introduced for the first time in the Act of 1869, it is evident from the manner in which the balance of the account has to be struck that, in order to come within the section, they must be transactions which result in a money claim, and this interpretation was adopted in *Eberle's Hotels Co.* v. *Jones* (35 W. R. 467, 18 Q. B. D. 459). "I should," said Lord ESHER, M.R., "desire to give the widest possible scope to the section, and, in my opinion, wherever in the result the dealings on each side would end in a money claim its provisions would be applicable." But it does not necessarily follow that wherever there are money claims on each side the one may be set off against the other. The money claims must arise out of "mutual dealings," and a meaning was assigned to the phrase by Lord ESHER in the case just mentioned. "I am disposed to think," he said, "that whatever comes within the description of an ordinary business transaction would be a dealing within the section." The application of the section was considered recently by VAUGHAN WILLIAMS, J., in *Mid-Kent Fruit Factory* (*Limited*) (*ante*, p. 211). Money had been entrusted to the solicitors of the company to pay certain debts and costs. The debts were compromised, and after settlement a balance remained in the hands of the solicitors. The solicitors had a claim against the company for costs, and upon the company going into liquidation they claimed to set off the costs against the balance of the moneys of the company in their hands. VAUGHAN WILLIAMS, J., held that the money had been entrusted to the solicitors for a particular purpose, and had never to the knowledge of the company been in their hands except for that purpose; and apparently he did not consider this to be a "dealing" within the meaning of the section. In a case of this kind it obviously becomes very difficult to say what the term exactly does mean. It is, of course, the duty of a person to whom money is entrusted for a specific purpose to apply it so far as necessary to that purpose, and hand back the balance without setting up any claim to retain it on account of other transactions. But it is equally the duty of the other person to pay his debts, and when bankruptcy or winding up intervenes there seems no objection in point of principle to the one claim being set off against the other. It would probably not have given too wide a meaning to the term in question had set-off been allowed in the present case.

IN AN ACTION against a company for specific performance of an agreement for a lease of a colliery, the company, who were in possession, were ordered to pay certain arrears of rent, and in default to give up possession (see *Charlesworth* v. *Old Silkstone, &c., Coal and Iron Co.*, 38 SOLICITORS' JOURNAL, 216). Default being made in payment, possession was given up to the plaintiffs by the company, or rather by its debenture-holders, who had a charge on the equitable interest of the company under the agreement, and had put in a receiver. The plaintiffs then took out a summons for payment of the arrears or leave to distrain on goods upon the colliery premises, which goods were admitted, for the purpose of the application, to be the property of the debenture-holders, and in the virtual possession of their receiver. The question, which was argued before CHITTY, J., in *Murgatroyd* v. *Old Silkstone, &c., Coal and Iron Co.* (44 W. R. 198), was whether under these circumstances the goods could be distrained on. The argument in favour of the right to distrain was founded on the decision of the Court of Appeal in *Walsh* v. *Lonsdale* (31 W. R. 109, 21 Ch. D. 9), and the proposition of JESSEL, M.R., laid down in that case, that "a tenant holding under an agreement for a lease of which specific performance would be decreed stands in the same position as to liability as if the lease had been executed; he is not, since the Judicature Act, a tenant from year to year, he holds under the agreement"; and it was said that the relation of landlord and tenant subsisted between the parties, notwithstanding the order in the specific performance action, and the actual possession obtained under it, and that the company were to be treated as lessees in possession or entitled to possession by virtue of the agreement. That a landlord could be in possession of demised premises with the tenancy still subsisting would be a startling result of the decision in *Walsh* v. *Lonsdale*; and CHITTY, J., held that the principle of that case did not apply to the facts before him. He thought that a common law lawyer to whom such a position was presented would have been in the like case with the Bruges professor who, though ready to dispute *in omni scibili et de quolibet ente*, had no answer for the point which Sir THOMAS MORE put to him on the law of distress: see 1 Steph. Comm., 1st ed., p. 523 note, for the story. The learned judge considered there was a necessary inconsistency in the question itself, owing to the fact of the plaintiffs' possession being destructive of the relationship of landlord and tenant, and thus explained the true effect of the court's order in the specific performance action: "By taking the order and asking and obtaining under it possession, the applicants have asserted an equitable right founded on the relation of vendor and purchaser, the agreement for a lease being regarded in specific performance as an agreement for sale and purchase. They have got a remedy inconsistent with the relation of landlord and tenant. Lawful entry by the landlord puts an end to the term. . . . The effect of the order is to suspend the relation of landlord and tenant, and the vendor landlords are now in possession as vendors, and not as landlords."

RULES REVISION.

WE are told in these days, on high authority, that the code of rules which regulates procedure in the Supreme Court is suffering from plethora, and that the time has come when the reviser's knife must be applied freely towards reduction of bulk. We are given to understand that much prolonged effort on the part of specialists has been expended on this work, and that we shall shortly be presented with a code which will hardly be recognizable, in the slim elegance of its pruned proportions, as the same obese and unwieldy creature which, in its blundering way, has hitherto governed procedure in the Supreme Court. Alas! that it should fall to us to cloud such a prospect by the expression of a doubt. But it is sad to see human effort directed towards unattainable ends, and, judging from experience, we are disposed to think that rules of court are subject to the laws of matter, and that though their bulk may be shifted from one place to another it cannot be reduced. This may appear at first sight a somewhat startling proposition to advance, and we may perhaps qualify it by saying that it is based upon the assumption that a complete annihilation of all existing rules, and a fresh start without regard to their previous existence, is beyond the limits of possibility.

Let us consider for a moment what has happened up to the present. In 1875 all previous rules governing the practice of the superior courts were annulled, and the code of 1875 prescribed the procedure of the then future. If ever there was a period in our history when a reduction of procedure regulations appeared possible, it was then; and for a time everyone believed that they had been reduced. As a matter of fact, the new rules were simply added to the old ones. Where the old rules and enactments were not actually reproduced in the new code they were kept alive to govern such branches of procedure as the new code did not provide for. Ever since that time the number of rules has been steadily increasing, and to this day the Consolidated Orders in Chancery, the Common Law Procedure Act and *Regulæ Generales*, the Contentious Rules in Probate, and the old Admiralty Rules are all in a state of suspended animation, and have to be referred to constantly to explain the meaning of the particular code of Rules of the Supreme Court which happens to be enjoying a transitory existence, or to supply omissions from it. For example, if we wish to find out how a pleading is to be delivered, we may search the Rules of 1883 in vain. They simply tell us that it is to be delivered "in the manner now in use." In order, therefore, to discover what actually constitutes due delivery, we are thrown back on rule 173 of *Regulæ Generales* of Hilary Term 1853. We could give

several similar instances on the Chancery side, in which omissions from the Rules of 1883 operate by virtue of ord. 72, r. 2, to keep the Consolidated Orders in force.

Turning now to the new revised and reduced code of rules which we are promised shortly, we can very well imagine that the revisers may say to themselves that their first duty is to cast out all rules which define the details of well-established practice. We are ready to admit that with this purpose in their minds, and with the retention of ord. 72, r. 2, "Where no other provision is made by these rules the present procedure and practice remain in force," they may reduce the code of rules very considerably. Let us assume that, working on that plan, the revisers succeed in reducing the Rules of 1883 by one-third. What then will happen? The official copy of the rules will be issued. The solicitor will be made aware of its existence by notices and articles in the legal journals, and by seeing it in the windows of the law publishers and stationers. He will not be stimulated to buy it, because he will say to himself that his easiest course will be to wait until the next edition of the *Annual Practice* is published. When that event happens, and he purchases his copy, he will first notice that it is about the same size as in former years. On looking into it, he will probably find that the limbs lopped off from the old code by the revisers of the rules have been carefully refixed in their old places by the editors of the *Annual Practice*, with an explanatory note shewing that the refixed limbs are yet alive. Wherever anything is ordered to be done "as heretofore," or "in manner now in use," the editors will be bound to give the rules and regulations governing the practice "heretofore." So long as a practice exists the rules which regulate it or upon which it rests must, for all practical purposes, remain as part of the code of rules in force. If they are not contained in the Queen's printer's copy of the rules, that makes no difference whatever, because the effect of the saving clause is to ensure their being printed in the *Annual Practice* as rules still in force. In fact, the saving clause operates to render nugatory all efforts to reduce the rules by cutting out those which define the details of established practice. The greater the amount of detail omitted from a code of rules containing such a saving clause, the greater the mass of rules, old and new, which remain in force, or, at least, which have to be retained for reference. It seems, therefore, more than probable that the revisers' efforts at reduction will merely result in the addition of one more code to the several preceding ones, which have all been annulled in turn by repealing clauses, and at the same time kept alive by saving clauses.

The saving clause is, in reality, neither more nor less than a crutch which the rule-makers and revisers of our new dispensation have never yet had the courage to do without. Feeling their weakness in all matters requiring a practical knowledge of detail, they rely on the strength of that crutch to supply the deficiency. Is it a thing past hoping for that some day the multitude of past rules and enactments may be buried once for all, and we may have a code of procedure regulations which shall be complete in itself, and shall reflect in all its parts a knowledge of the actual practical work of litigation, both official and professional? Such knowledge is easily obtainable, if it is sought.

IS A TELEGRAM AN INSTRUMENT?

THE case of *Reg.* v. *Riley* (reported in another column) has been decided, after full argument and prolonged deliberation, by the Court for the Consideration of Crown Cases Reserved. The decision cannot be regarded as wholly satisfactory, or as adding materially to the knowledge of the law.

The main questions on which the opinion of the court was asked by KENNEDY, J. (before whom the prisoner was indicted), were, first, was the telegram, which formed the subject of the charge, forged? and, secondly, if it was forged, was it a "forged instrument" within section 38 of the Forgery Act, 1861, which makes it a felony to obtain money "under, upon, or by virtue of any forged or altered instrument whatsoever"? Upon the first point the five learned judges who heard the case unanimously held that the telegram was forged. In order to appreciate this decision it is necessary to advert to the facts of the case, which unfortunately are not very clearly stated in the case submitted to the court. This is, perhaps, owing to the fact that the prisoner pleaded guilty to the indictment, and it was therefore unnecessary to prove in court the facts upon which the charge rested. It is clearly to be inferred, although it is not so stated in the case, that the prisoner was a telegraph clerk in the head post office at Manchester. He had authority to make bets in another man's name with a firm of bookmakers. He sent out from the head office to the bookmakers, in the name which he was authorized to use, a (so called) telegram making a bet with them that a certain horse would win a certain race. The telegram purported on the face of it to have been received at the head office from a district office, and to have been handed in at the district office five minutes before the race was run. Instead of this, it was never sent from the district office at all, but was sent out by the prisoner from the head office after the race had been run, and after he had learnt that the horse named had actually won the race. The bookmakers, believing in the *bona fides* of the telegram, paid the amount of the bet. The prisoner was indicted, under the section of the Forgery Act already referred to, for procuring the payment of the bet "by virtue of a forged instrument, to wit, a forged telegram, that is to say, a forged message and communication purporting, &c." He pleaded guilty; but the learned judge before whom he was arraigned thought the question whether he was in law guilty of the offence charged against him of sufficient importance to be considered by the highest tribunal in criminal matters.

Mr. Justice HAWKINS, whose elaborate judgment may be taken to represent the views of the whole court upon this point, seems to take it for granted that the "message" or "communication" sent to the bookmakers was a "telegram," and he deals at some length with the question of the possibility of committing forgery by telegram, and refers to the analogous case of making binding contracts by telegram. A telegram, he says, "originates in a written message addressed and signed by the sender and delivered by him into the post office of despatch for the express purpose that it shall, in the very words in which it is penned, be transmitted by means of an electric wire to another post office," and there committed to writing *verbatim*, and sent out to the addressee. But if the facts stated by the learned judge in the earlier part of his judgment truly represent what happened with regard to the prisoner's fraudulent message (to use a neutral term), it was wanting in many of the ingredients which go to make up a telegram as above described. It was never handed in at the office of despatch; it was never transmitted by an electric wire. It was no doubt sent to the addressee upon the familiar piece of pink paper enclosed in the usual orange envelope; but the paper and envelope do not make the telegram, and it is difficult to see how this message can be correctly called by that name. If there was no telegram here, the judge's remarks as to committing forgery—and *a fortiori* as to making contracts—by telegram were *obiter* merely.

As to the forgery, if the message was written and sent out by the prisoner himself, and the false statements as to the message having been handed in at a certain office and at a certain hour were actually made by him, it seems to be beyond question that there was a "fraudulent making of a writing to the prejudice of another man's right," and therefore forgery. As to the false date, the opinion of BLACKBURN, J., in *Reg.* v. *Ritson* (1 C. C. R. 200) cited by HAWKINS, J., is distinctly in point; it is to the effect that the insertion knowingly and with a fraudulent intent of a false date material to the operation of a deed is a forgery at common law; and the materiality of the false statement as to the moment at which the message in this case was despatched is obvious. But that the writing forged was a telegram, or that the decision can be taken as generally applicable to false statements in telegrams (using that word in its ordinary meaning) is, for the reasons indicated, very doubtful.

The question on which the court differed was whether the writing was an "instrument" within the meaning of section 38 of the Forgery Act. That section relates to the obtaining of money "by virtue of any forged or altered instrument whatsoever." The earlier sections of the Act deal with the falsification of certain specified writings, and enact that the falsification of

these writings shall be a felony. Lord RUSSELL and VAUGHAN WILLIAMS, J., were inclined to limit the meaning of "forged instrument" in section 38 to instruments of the nature specified in the earlier sections—viz., certain instruments of a legal or commercial character, the forgery of which is made felony by those sections. But they did not hold this view so strongly as to feel bound to differ from the decision of the majority of the court (HAWKINS, WILLS, and MATHEW, JJ.), that the term "instrument" is not confined to any definite class of legal documents, but in the absence of any statutory definition is to be taken in the wide sense given to it by the dictionaries, and is so used in section 38.

This decision of the majority of the court is no doubt a binding authority. But the case can hardly be considered as an authority for the proposition that a telegram sent in the usual way can be a forged instrument, for the facts of the case do not seem to warrant the assumption that there was here any telegram at all in the ordinary acceptation of the term; and the remarks of HAWKINS, J., as to making binding contracts (within the Statute of Frauds or otherwise) by telegram seem still more clearly to be *obiter* only, and do not go beyond the similar view expressed in *Godwin* v. *Francis* (L. R. 5 C. P. 295). The view of the Lord Chief Justice was that the case is not of general importance, and only affects the particular prisoner; and, except as regards the meaning of the word "instrument" in section 38 of the Forgery Act, this seems to be the better view. On the whole, it seems unfortunate that, after the prisoner had pleaded guilty, it was thought necessary to reserve the case, and still more unfortunate that, the case having been reserved, the facts upon which the charge was founded were not placed more fully before the superior tribunal which had to decide upon them.

REVIEWS.

COMPENSATION.

THE LAW OF COMPENSATION. By J. H. BALFOUR BROWNE, Q.C., and CHARLES E. ALLAN, M.A., LL.B., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

This is a valuable treatise upon the public general Acts which relate to the compulsory purchase of, and compulsory interference with, land, and the resulting rights of compensation and the procedure for enforcing those rights. The authors' aim is to deal fully, not only with the Lands Clauses Consolidation Act of 1845 and the amending Acts, but with all public statutes since that date which either incorporate the provisions of those Acts in whole or in part, or enact special provisions on the subject of compensation affecting particular works or authorities. The subjects treated include naval and military defence, prisons, elementary schools, lighthouses, maritime signal stations, gas, water, and electric lighting, housing of the working classes, hospitals, and public health generally, post office and telegraph construction, allotments, and many other subjects. The plan adopted is the usual practical one of printing the statutes in full, with ample notes to each section; but in the special subjects only so much of the Acts is printed as bears directly or indirectly upon the subject of compensation. An exception is naturally made in the case of the Arbitration Act, 1889, of which we find incidentally a complete and concise edition in the twenty pages of this volume which are devoted to it.

It is, of course, to be expected that the Lands Clauses Consolidation Act of 1845, and the decisions upon it, should form the bulk of the volume. They occupy, in fact, 300 out of 850 pages of text. This portion of the work appears to be carried out with great care and industry, without needless prolixity, and with a sense of systematic arrangement which greatly facilitates reference. We have tested several important sections of frequent application, and have not detected the omission of any important case. The book will well hold its own with the recognized works devoted to this subject only; all the cases and statutes being brought up to the month of July, 1895.

The utility of that branch of the work is moreover greatly increased by the collection in one volume of all the cognate provisions of the other public Acts referred to, so that the modifications of power and variations of procedure under any given subject may be established at once by comparison and cross reference to the Lands Clauses Acts. It is possible in this way to deal much more shortly with the particular subjects, and the authors have generally confined their notes to these to the discussion of the special cases particularly affecting them. In a work so much depending upon cross references it is, of course, very important that these should be accurate. We have found a few slips, but not many; one rather glaring one is on p. 682, line 5 from the bottom, where "section 1 of the Lands Clauses Act, 1860, *ante*, p. 439" is a double mistake for "section 1 of the Lands Clauses Act, 1869, *ante*, p. 494."

So far, then, we have a very useful everyday text-book for practical lawyers, surveyors, and others whose work lies in the way of compensation. But, in addition to this, the authors give us an appendix somewhat resembling the postscript to a lady's letter. Its first three sections contain extremely interesting documents on three phases of compensation which are of some special interest—viz., betterment, reinstatement, and special adaptability. The subject of betterment, introduced by a quotation from John Stuart Mill, is developed in the verbatim report of the House of Lords Committee on the subject, and illustrated by the setting out of the clauses introduced after the report of that Committee into the Manchester Corporation Bill, which are given here as model clauses likely to be followed in similar Bills now that the extent of the applicability of the principle is so far defined.

The second question treated in the appendix is, in a somewhat similar fashion, the extent to which the cost of replacing or finding a substitute for land compulsorily taken is a fair measure of the compensation to be allowed. This is illustrated by the printing of a copy of an award, with reasons, given by Lord Shand in an arbitration between the Corporation of Edinburgh and the North British Railway Co., who had taken a portion of Princes-street Gardens; the Corporation claiming a price which would enable them to purchase and lay out as gardens a similar quantity of land adjacent to the existing remnant of the gardens. Lord Shand's reasons are as logical and vigorously expressed as most of his utterances are. It would be unfair to the authors of this book to reproduce them here.

The third question considered is how far an arbitrator may put an increased value upon land on account of its special adaptability to the purposes for which it is taken. The question arose in the Thirlmere property, taken by the Manchester Corporation for their well-known water scheme. The arbitrator stated a case, which came before Grove and Stephen, J.J., and, it is stated, has never been reported. A shorthand note of their judgments, obtained from the town clerk of Manchester, is here printed, and forms very interesting reading.

The appendix also contains the text of the provisions of public Acts with similar powers passed before 1845 and still in force; and a separate collection of Acts, both before and since, which specially affect the position of London. These are followed by a collection of precedents of procedure under the different statutes dealt with in the book.

We have only to add that the index and table of cases are carefully compiled, and that the type is clear, but not luxurious. There is one defect in the arrangement. Outside the actual text, there is nothing to shew which sections of any particular Act are selected as bearing on the question of compensation. Thus, to take two consecutive statutes at random: the table of contents shews that the Railway Clauses Act, 1863, and the Admiralty Lands and Works Act, 1864, are dealt with. But, on reference to the text, it appears that the whole of the latter is set out; but only sections 3, 4, 7, 8, 10, 11, 20, 21, 45, 46, and 47 of the former. The inconvenience is not serious, as the statutes are in chronological order; but it might be remedied by a short additional index, or even by a very slight amplification of the table of contents. We make this suggestion as the book is one which is likely to reach further editions.

BOOKS RECEIVED.

The Law and Practice of Licensing. Being a Digest of the Law Regulating the Sale by Retail of Intoxicating Liquor. With full Appendix of Statutes and Forms. By GEORGE JOHN TALBOT, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Handy Guide to Patent Law and Practice. By GEORGE FREDERICK EMERY, LL.M., Barrister-at-Law. Effingham Wilson.

The Land Laws. By Sir FREDERICK POLLOCK, Bart., M.A., LL.D., Barrister-at-Law. Third Edition. Macmillan & Co.

At the Chelmsford Assizes on the 3rd inst., says the *Times*, before Mr. Justice Wills, a member of the grand jury during the course of the day asked his lordship whether the grand jury had power to alter an indictment laid before them. Mr. Justice Wills: "Yes, you certainly have. It is your bill, and you have a constitutional right to present any bill you think proper. You are not confined to the matters laid before you, for it is within your powers to present me or anyone else upon your own knowledge." His lordship added that the grand jury had better communicate with the clerk of arraigns if they wished a new indictment prepared. The grand juryman, however, replied that it was only a question of a date which was considered too precise.

CASES OF THE WEEK.

Lunacy.

Re **RAY**—3rd February.

SETTLED LAND ACT, 1882—SALE BY LUNATIC TENANT FOR LIFE—CONVEYANCE AS BENEFICIAL OWNER—POWER OF COMMITTEE—LUNACY ACT (53 VICT. C. 5), S. 124.

This case raised the question whether, upon a sale of settled property by virtue of the Settled Land Act, 1882, where the tenant for life was a lunatic so found by inquisition, the committee of the lunatic conveying on behalf of the lunatic had power to bind the lunatic's estate by the covenants for title implied under the Conveyancing Act, 1881, by the lunatic being expressed to convey as beneficial owner. Under the will of an uncle (who acquired the property by purchase) Captain H. R. Ray was tenant for life in possession of one undivided moiety of certain estates in Yorkshire, and the Hon. E. A. Fitzroy was tenant for life in possession of the other moiety of the property. Captain Ray became a lunatic, and was so found by inquisition, and A. L. Wheeler was appointed the committee of his estate. By an agreement, dated the 30th of October, 1895, made between H. R. Ray, "a person of unsound mind so found by inquisition, acting by Alfred Llewellyn Wheeler, the duly appointed committee of his estate," and the Hon. E. A. Fitzroy of the one part, and the purchaser of the other part, the parties of the first part agreed to sell and the purchaser agreed to purchase the inheritance in fee simple in possession of the property. By clause 7 of the said agreement it was provided that the vendors would on payment of the purchase money execute a proper assurance of the premises to the purchaser or his nominee, the engrossment thereof being made in the office of the Master in Lunacy at the expense of the purchaser. Clause 8 of the said agreement was as follows: "The said H. R. Ray sells as tenant for life under the powers of the Settled Land Acts, and shall not be required to enter into any covenants for title other than those implied by his conveying as beneficial owner, subject to a proviso that so far as regards the remainder expectant on his life estate, and the title to and further assurance of the property after his death, his implied covenants shall not extend to the acts or defaults of any person other than himself and his own heirs, and persons claiming or to claim under or in trust for him or them." The said agreement was executed by "H. R. Ray, by A. L. Wheeler, his committee," and it was stated therein that the conveyance of the property would be executed in the same manner. The agreement was confirmed by Kay, L.J., but the case of *Re Fox* (35 W. R. 81, 33 Ch. D. 37) having been cited before his lordship, he expressed a doubt whether the lunatic could be bound by any covenants. The purchaser having refused to accept any conveyance not containing proper covenants for title, the matter was adjourned into court.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) held that they had jurisdiction to order the insertion of the words "as beneficial owner" in a conveyance by a committee acting on behalf of a lunatic. Their lordships said that the *dicta* in the case of *Re Fox*, above referred to, must be read with reference to the facts of that case, and they were not prepared to hold that in no case could a committee bind a lunatic by entering into covenants on his behalf. In such a case as the present it would be a very unfortunate decision if the Conveyancing Act, 1889, s. 7, and the Lunacy Act, 1890, s. 124, were construed so narrowly as to require their lordships to hold that they had no jurisdiction to approve the insertion in this conveyance of these implied covenants. There could be no doubt that the proposed sale would be beneficial to the lunatic's estate; and, further, if the proposed covenants could not be entered into on behalf of the lunatic, the effect would be to work a great hardship upon the estates of lunatics by rendering their property practically unsaleable. For this reason their lordships approved the draft conveyance whereby the lunatic was expressed to convey as beneficial owner.—COUNSEL, *Grosvenor Woods*, Q.C., and *Borthwick*. SOLICITORS, *Blunt & Co.*

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

Court of Appeal.

JAMES v. BUENA VENTURA NITRATE GROUNDS SYNDICATE—No. 2, 3rd February.

COMPANY—NEW SHARES—ALLOTMENT TO MEMBERS—RIGHT OF REPRESENTATIVES OF DECEASED MEMBER.

This was an appeal by the plaintiff against a decision of Chitty, J., by which he decided that the plaintiff, who was the executrix of H. B. James, a deceased member of the defendant company, was not entitled to have certain shares allotted to her which had been issued in pursuance of a resolution passed in the lifetime of the member, and actually offered to the members in pursuance of a resolution passed after his death. The material facts are stated in the judgment of Lord Herschell.

THE COURT (Lord HERSCHELL and A. L. SMITH and RIGBY, L.JJ.) allowed the appeal.

The following written judgment of Lord HERSCHELL was read by RIGBY, L.J.: In this case the plaintiff claimed a declaration that, by virtue of a special resolution passed at a meeting of the defendant company, held on the 21st of April, 1893, and confirmed at a meeting held on the 11th of May, 1893, the plaintiff, as the legal personal representative of Harry Berkeley James, deceased, is entitled to an allotment at par of fifty of the 500 shares of £10 each in the capital of the company directed to be offered for allotment by that special resolution, and an injunction restraining the defendant company and its directors from allotting or otherwise disposing of the 500 shares without allotting to the plaintiff or her nominees fifty of those shares. At an extraordinary general meeting of the members of the company, held on the 2nd of March, 1891, a special resolution was passed, which was duly confirmed on the 28th of July, 1891, in the following terms: "That the capital of the company be increased to £15,000 by the creation of fifty new shares of £100 each, and that in pursuance of article 26 of table A appended to the Companies Act, 1862, the directors be and they are hereby authorized to issue such shares." It may be well here to state that, with a few modifications which it is not necessary to specify, the articles contained in table A applied to this company. Article 27 of table A provides that, "subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the directors may dispose of the same in such manner as they think most beneficial to the company." No direction to the contrary was given by the meeting which, by the resolution just referred to, sanctioned the increase of capital. At the time when the resolution was passed and confirmed Mr. James was registered as a member of the company owning ten shares. The effect, therefore, of article 27 was to entitle him, or the person who should at the time of the issue thereof be his successor in title to those ten shares, to an offer of his proportion of the new shares. On the 6th of March, 1893, a special resolution was passed, which was confirmed on the 24th of March following, adding a clause to the articles of association of the company, empowering it by special resolution to divide its capital by subdivision of its shares into shares of a smaller amount than that fixed by the company's memorandum of association. On the 21st of April, 1893, the following special resolution was duly passed, which was duly confirmed on the 11th of May, 1893: "That the share capital of the company, which now consists of shares of £100, be subdivided into shares of £10 each, and that each of the 100 existing fully paid-up shares of £100 be divided into ten fully paid-up shares of £10 each, and that each of the fifty existing shares of £100 each on which nothing has as yet been paid be divided into ten unpaid shares of £10 each, and that such last-mentioned shares be offered for allotment at par to the members of the company who at the date of the confirmation of this resolution shall be the registered holders of the fully paid-up shares of the company, and in the proportion of one unpaid share for every two fully paid-up shares; and that any shares which may not be capable of being so allotted, or which may not within a time to be prescribed by the directors be accepted by the members holding fully paid-up shares, be allotted to such persons in such manner and on such conditions as the directors may from time to time prescribe." A good deal of argument was addressed to us on the question whether this resolution sanctioned a different allotment of the shares from that provided for by article 27, and, if so, whether it was competent by a special resolution to sanction a departure from the provisions of article 27, without having first by a special resolution duly altered that article. I am not satisfied that it would be competent for the company thus to act. It is unnecessary, however, to decide the point, as I do not think that the resolution of April, 1893, prescribes any different mode of allotment from that provided for by article 27. The words used in the resolution—"the members of the company who at the date of the confirmation of this resoluion shall be the registered holders of the fully paid-up shares of the company"—appear to me aptly to describe the members entitled to an offer of the shares under the resolution sanctioning the increase of capital when read with article 27. The words cover the persons who were members at the time when the resolution for an increase of capital was passed, and any persons who at the time of its issue were the successors in title of such members. On the 21st of April, 1893, at a meeting of the directors of the company, the secretary was instructed to send a circular to the shareholders, asking them to state immediately, in anticipation of a resolution to divide the shares being confirmed at the meeting to be held on the 11th of May, whether they would wish to subscribe for the new shares which would be offered first to them for the space of ten days—viz., till the 21st of May—and requesting them to state within that period if they wished to take the shares to which they were entitled, informing them at the same time that if by the 21st of May they had not applied for the shares the directors would proceed to allot them as they thought right. Accordingly, on the 11th of May, a circular letter to that effect was sent by the secretary to the members. It is to be taken as a fact that such a circular was sent, addressed to "the executor of the late H. B. James, 23, Leadenhall-street." It is denied that any such letter was received by or came to the knowledge of the plaintiff, and I think this also must be taken to be the fact. The registered address of Mr. James in the books of the defendant company was 9, Gracechurch-street. It appears that this was the address of the San Jorge Nitrate Co., who were in the habit of receiving letters for him, and that they had changed their offices prior to May, 1893, to 23, Leadenhall-street. On the 24th of May, 1893, a meeting of the directors of the defendant company was held, at which it was resolved to allot the shares applied for and to issue certificates to the allottees, and to defer the disposal of the shares unapplied for (being the proportion to which Mr. H. B. James, deceased, would have been entitled). Mr. James died on the 22nd of July, 1892. His will was proved on the 3rd of March, 1893. The probate was not produced to the secretary of the defendant company until December, 1894. The delay was due to accidental circumstances, for which no blame can be attributed to the plaintiff, the executrix.

On the 21st of May, 1894, the solicitor for the plaintiff, having just before then ascertained that there had been the allotment of new shares referred to, applied for an allotment to her of the shares to which she was entitled. The proportion of the new shares claimed still remained unallotted, but the company refused to make any allotment to her; hence the present action. Chitty, J., decided against the plaintiff, on the ground that at the time the resolution of April, 1893, was passed Mr. James, being dead, was no longer a member of the company. It is no doubt the fact that, strictly speaking, although Mr. James' name was still on the register, he was not, being dead, a member of the company. It seems to me, however, perfectly clear that the word "member," as used in some of the articles of the company, must be held to include those whose names are on the register, though they are no longer living. The article, for example, which in the case of this company is substituted for article 72 of table A authorizes the directors to distribute the profits of the company "between the members" by way of dividend. It cannot be doubted that they would be warranted in paying the proportionate share of the profits to the representative of a deceased member, although the word "member" only is used, or that such representative would be entitled to claim that dividend. For this purpose the deceased member must still be regarded as a member within the meaning of the article. In a somewhat similar case James, L.J., said "the estate is the member." This is, of course, a metaphorical expression, but it sufficiently indicates the legal situation of the parties. Again, where a liability arises with respect to the shares—as, for example, where a call is made on the "members"—it seems equally free from doubt that the liability attaches to the estate of the deceased member, and must be discharged by his representative, even though, being deceased, he is no longer, strictly speaking, a member of the company. Other instances might be cited where the articles require this effect to be given to the use of the word "member," but those I have given will suffice. I can see no sufficient reason why the estate of a deceased member should be subject to the burdens of membership, and should not have every pecuniary benefit accruing to the shares in respect of which he is registered. It is said that there may be a greater difficulty, where the benefit is of the nature of an offer to be made to the holder of shares, in making that offer to the legal representative of a member than to the member himself. But even if this be so, I do not think it is a sufficient reason for denying to the estate of a deceased member an advantage which is offered to all the other persons who are members of the company, whilst continuing to hold that estate liable to all the burdens attaching to the shares registered in his name. In the present case the offer of the shares was to remain open to the shareholders entitled to an allotment for ten days, if they applied for an allotment within that time. The notice conveying the offer was not sent to the registered address of the deceased member. Even if this would have been sufficient, had no better means of communication with his representative been known, I am not satisfied that it would have sufficed where, as in this case, the company had, prior to the date of the resolution, been in communication with the solicitor of the executrix with reference to other matters relating to the shares of the deceased. It is not necessary to decide what would have been the rights of the parties supposing the company had sent by post a letter containing the offer directed to the representative of the deceased at his registered address, or directed to the place of abode or business of such representative or her solicitor, and, not having received an answer applying for the shares within the time limited, had proceeded to dispose of them otherwise. In the present case the shares are still at their disposal, and I do not see that they have in any way acted to their prejudice on the assumption that the shares would not be applied for. For the reasons I have given I think the plaintiff was entitled to have the offer of shares which was made to the members of the company made to her also. As soon as she became aware of this right she elected to exercise it, and I think that, the shares not having been in any way disposed of by the directors, they were bound to allot them accordingly.

Romer, L.J., in the course of a written judgment in which A. L. Smith, L.J., concurred, said: The real question is whether the provision of article 27 of table A for offering the new shares to members is intended to be confined to members in the stricter sense of the word, and whether it may not include the representatives of deceased members. Speaking generally, the executors of a deceased member of a limited company, as representing the estate, are entitled to all the profits and advantages attaching to the shares belonging to the testator, and subject to all the incidental liabilities, although in terms such profits, advantages, and liabilities would seem to attach to members only. Thus, under article 72 of table A, which provides that the directors may, with the sanction of the company in general meeting, declare a dividend to be paid to the members in proportion to their shares, it would be difficult to hold that the estate of a deceased member, and his executors as representing his estate, are not entitled to a proportion of dividend, although the executors may not be themselves registered members. So it could hardly be contended that under article 4, providing that the directors may make calls upon the members, the estate of a deceased member, and his executors as representing that estate, are not liable to bear calls made after his death so long as his share remains untransferred. The liability for calls exists notwithstanding the fact that the required notice cannot effectually be given to the dead man, because it may be given to his representatives, though the company is not aware of his death. Notice served at his registered address is sufficient when the articles provide for such service upon members: *New Zealand Gold Extraction Co.* v. *Peacock* (1894, 1 Q. B. 622). In all these cases the result is arrived at by treating the word member as including deceased member so long as his name is on the register, or, what comes to the same thing, treating the estate of the deceased member as being a member for the purpose both of profit and liability: *Re Agriculturist Cattle Insurance Co., Baird's case* (18 W. R. 857, 5 Ch. App. 725). In my judgment, a similar construction should be applied to article 27 of table A, with the result that the estate of Mr. James, as represented by his executrix, who is now registered owner of his paid-up shares, is entitled to an allotment of the fifty new £10 shares reserved in May, 1893. The main argument against this construction arises from the possible inconvenience to the company arising from delay in communicating with the personal representatives of deceased members. There may be cases in which it would be a hardship on a company not to be able to dispose of shares which would have gone to the estate of a deceased member, where loss would arise from postponing the allotment, but no such case arises here. It would be quite easy to provide for such cases when sanctioning the increase of capital, and the mere fact that such an inconvenience may arise does not appear to me to afford a sufficient reason for construing article 27 in such a manner as to produce inequality instead of equality among the holders of shares.—Counsel. *Byrne*, Q.C., and *R. J. Parker*; *Farwell*, Q.C., and *Methold*. Solicitors, *Parker, Garrett, & Parker*, for *F. F. Clarke*, Walsall; *Budd, Johnsons, & Jecks*.

[Reported by Arnold Glover, Barrister-at-Law.]

KIRBY *v.* **SCHOOL BOARD FOR HARROGATE**—No. 2, 31st January.

Injunction—School Board—Purchase of Land by Agreement—Infringement of Covenant—Right to Compensation or Injunction—Lands Clauses Consolidation Act, 1845 (8 Vict. c. 18), s. 68—Elementary Education Act, 1870 (33 & 34 Vict. c. 75), ss. 19, 20.

Appeal from North, J. The plaintiffs sought an injunction against the defendants to restrain them from infringing a certain restrictive covenant. The plaintiffs, as the trustees of the will of one Watson, were the owners of some houses which were separated by a road from a piece of land upon which the defendants were erecting schools. Both the plaintiffs' and defendants' land had formerly belonged to Watson, who had entered into restrictive covenants in respect thereof. The plaintiffs sold the land on which the defendants were building to one Fox, who entered into restrictive covenants similar to those by which Watson was bound. The defendants, by agreement and without exercising their statutory powers, purchased their land from Fox. The defendants had express notice of the covenants. The plaintiffs contended that they were entitled to an injunction. The defendants contended that even if there had been a breach of the covenants the remedy was not injunction, but damages under section 68 of the Lands Clauses Consolidation Act, 1845. Section 19 of the Elementary Education Act, 1870, gave powers to school boards to purchase or take on lease any land and any right over land. Section 20 provided that, with respect to the purchase of land by school boards for the purposes of the Act, the Lands Clauses Consolidation Act, 1845, and the Acts amending the same, should, with certain exceptions not material to the present case, be incorporated with the Act, and that "in construing those Acts for the purposes of this section the special Act shall be construed to mean this Act, and the promoters of the undertaking shall be construed to mean the school board, and land shall be construed to include any right over land." North, J., held that there had been a breach of the restrictive covenant, but that it was immaterial whether the purchase by the defendants was compulsory or by agreement, and that the plaintiffs' only remedy was compensation under section 68 of the Lands Clauses Consolidation Act, 1845. The plaintiffs appealed.

The Court (Lindley, Kay, and A. L. Smith, L.JJ.) dismissed the appeal.

Lindley, L.J., said that, without deciding that there had been an infringement of the covenant, he would assume that there had been. His lordship referred to sections 19 and 20 of the Act of 1870, and said it was contended that, upon the true construction of those sections, if the school board took land by agreement, no one injuriously affected could avail himself of section 68 of the Lands Clauses Act. No doubt that section was to be found at the end of a group of sections headed "With respect to the Purchase and Taking of Lands otherwise than by Agreement"; but, looking at the language of the section itself, it could not be said that the benefit of the section was not conferred upon persons injuriously affected where the land had been acquired by agreement. In *Hammersmith Railway Co.* v. *Brand* (L. R. 4 H. L. 171, 17 W. R. H. L. Dig. 14) Lord Cairns had held that section 68 applied to all purchasers, whether compulsory or not. Therefore, if the plaintiffs could shew that they had suffered any damage, they could obtain compensation under section 68. The appeal must be dismissed.

Kay and A. L. Smith, L.JJ., concurred.—Counsel, *Vernon Smith*, Q.C., and *Curtis Price*; *Swinfen Eady*, Q.C., and *Micklem*. Solicitors, *Foyer & Hordern*, for *Ward & Sons*, Leeds; *Corbin & Greener*, for *E. Raworth*, Harrogate.

[Reported by Arnold Glover, Barrister-at-Law.]

High Court—Chancery Division.

ANCELL *v.* **ROLFE**—Chitty, J., 28th January.

Partition Action—Costs—Assigned Shares—Incumbered Shares—Discretion of Court—Partition Act, 1868 (31 & 32 Vict. c. 40), s. 10.

This was the further consideration of a partition action. The shares as found by the chief clerk's certificate were six, consisting of original shares, assigned shares, and incumbered shares. The minutes as drawn by the plaintiff, the owner of an unincumbered original one-sixth share, provided that "in taxing the costs not more than one set of costs is to be allowed in respect of each sixth share of the said hereditaments, and the taxing master is not to allow to the parties representing any share any

additional costs incurred by reason of such share having been *assigned or* incumbered." The assignee of two unincumbered shares asked that the words in italics should be struck out, relying on *Belcher* v. *Williams* (39 W. R. 266, 45 Ch. D. 510) (North, J.), and *Catton* v. *Banks* (41 W. R. 429; 1893, 2 Ch. 221) (Kekewich, J.). This was not opposed. No application was made as to the costs of the incumbered shares, the incumbrancer and his mortgagor having agreed the matter, and there was no argument as to the points on which North, J., and Kekewich, J., had differed, the former holding that the shares were to be ascertained at the date of the chief clerk's certificate, and that a mortgage created a new share; and the latter declining to express any opinion as to the date of ascertainment, but holding a mortgage did not create a new share.

CHITTY, J., said that, though the points had not been argued, he would say a few words. It was a partition-sale action, and the title of every tenant in common was part of the common title for the purposes of the sale. The right rule, having regard to the conflicting decisions of North and Kekewich, JJ., was as follows. The time for ascertaining the shares was the time of the chief clerk's certificate. A tenant in common, whether or not possessed of the legal estate, was entitled to dispose of his share, subject to the rights of other tenants in common at some time or other to have a sale under the Act. Suppose a man died leaving two tenants in common—and as to this point it was immaterial whether their estates were legal or equitable—and one tenant in common died, and his share passed to his heir. The finding of the heir's title was the finding of part of the title on which the right to sale rested. Again, that heir might have left a will, died intestate, or conveyed his share in his lifetime, and whether voluntarily or for value was immaterial. The time for ascertaining the shares was the time of the chief clerk's certificate, and they were not to be treated as ascertained by the first instrument creating the tenancy in common. The right order, therefore, was to allow one set of costs in respect of each share as existing at the time of the chief clerk's certificate. Both North, J., and Kekewich, J., agreed that the costs were in the discretion of the court. In his lordship's opinion, the proper way of exercising his discretion in the case of incumbered shares was to disallow any additional costs incurred by reason of such shares being incumbered.—COUNSEL, *W. M. Cann; A. L. Ellis; Cator; T. Douglas.* SOLICITORS, *Horsley & Weightman; Rowe & Wilkie; Radcliffes, Cator, & Hood; Pattinson & Brewer.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

High Court—Queen's Bench Division.

FORTUNE (Appellant) *v.* **HANSON** (Respondent)—27th January.

ADULTERATION — MILK — ADDED WATER—FOREIGN INGREDIENT — CERTIFICATE OF ANALYST—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 63), ss. 6, 18, 21.

Special case stated by a stipendiary metropolitan magistrate. The facts were as follow. An information was laid against the respondent Hanson at Clerkenwell Police Court. The offence charged was that "he did sell and proceed to deliver on April 24, 1895, to one Jones, a churn of milk, in pursuance of a contract to sell pure milk, the same not being of the nature, substance, and quality, of the milk demanded by the purchaser, in that it contained 5 per cent. of added water to the prejudice of the purchaser." Fortune, an inspector of nuisances for St. Mary, Islington, as the churn was being delivered to the purchaser, procured a sample of the milk, which he had duly analyzed. The certificate of the public analyst was in the following terms: "I . . . do hereby certify that I received on the 25th day of April, 1895, from Mr. Fortune a sample of milk, and declare the result of my analysis to be that it contained percentages of foreign ingredients, as under: 5 per cent. of added water to the prejudice of the purchaser." This certificate was objected to as being bad evidence of the offence charged, on the ground *(inter alia)* that it did not state as the result of the analysis the parts contained in the sample analyzed. In support of this objection it was contended that, as pure milk was composed partly of water and there was no fixed standard, the analyst should state the exact quantities of the water and other constituent parts, so that the respondent might have evidence upon which to decide whether he would require the analyst to attend for cross-examination, or whether he would appeal to the chemical officers at Somerset House. The magistrate refused to accept the certificate as evidence, and dismissed the information; but stated this case at the request of the appellant. Counsel for the appellant admitted that water was one of the natural constituents to be found in pure milk, but contended that "added water" was as much a foreign ingredient as pepper or any other "added" substance. It was not necessary to set out the constituent parts of the sample. The certificate was only *primâ facie* evidence that a foreign article had been introduced. The respondent had a right always to cross-examine the analyst if he disputed his certificate, and then any information as to the standard he had employed in arriving at his results could be challenged. The certificate was, therefore, sufficiently explicit. He referred to section 18 of the Food and Drugs Act, 1875. For the respondent counsel contended that, if it was a charge of abstraction, the certificate need not necessarily set out the constituent parts of the article analyzed; if it was a case of adulteration, they must be fully stated. It was always important to know on what basis an analysis of milk was made, and doubly so where only an addition of 5 per cent. of water was alleged. What was the proper percentage to allow of water in a standard of pure milk was a disputed point.

THE COURT upheld the decision of the magistrate.

HAWKINS, J., said he thought that the certificate did not conform with the requirements of the Act, and therefore the appeal must be dismissed. In every case of this description it was the duty of the magistrate to decide whether a foreign substance had been added or not, and he could not decide that question unless he had before him the necessary information. The certificate was intended to supply that information. It had not been shewn to his satisfaction that an analyst could distinguish the actual water added from the water that was bound to exist as a natural constituent part of pure milk. Merely for an analyst to certify that 5 per cent. of added water was found in the sample, without giving the grounds for arriving at that conclusion, appeared to him to be an expression of opinion only, and was certainly not evidence of adulteration upon which the magistrate would be justified in convicting.

KENNEDY, J., in concurring, pointed out that great power was given by the Act of 1875 as to the use to be made by the magistrate of the analyst's certificate. For the certificate to be good evidence against the accused it must give substantially all the *data* necessary for the magistrate to decide the case without recourse to other evidence.—COUNSEL, *Macmorran; Morton Smith.* SOLICITORS, *Stanley Hoare; W. T. Ricketts.*

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. *v.* **RILEY**—C. C. R., 3rd February.

CRIMINAL LAW—OBTAINING MONEY BY FORGED INSTRUMENT—FRAUDULENT TELEGRAM—FORGERY ACT, 1861 (24 & 25 VICT. c. 98), s. 38.

Case stated by Kennedy, J. The facts were thus stated in the judgment of Hawkins, J.:—Messrs. Crompton & Radcliffe are bookmakers at Manchester. Their practice is to accept bets on horse races offered them by telegram by persons desirous of backing horses, provided that on the face of the telegram it appears to have been handed in by the sender at a time earlier than that fixed for the running of the race upon which the bet is offered. On the 27th of June last a horse named Lord of Dale was about to run in the Newcastle Handicap, and the time fixed for the running of that race was 2.45 p.m. The prisoner, on the afternoon of that day, sent to Crompton and Radcliffe, in the name of a person named Dorber, a customer of theirs, who had authorized the prisoner to use his name, a telegram which, on the face of it, purported to have been handed in at the Royal Exchange branch post office in Manchester at 2.40 p.m., and to have been received at the head office at Manchester at 2.51 p.m., whence it was sent out to Crompton and Radcliffe. The body of it was in these words, "Three pounds Lord of Dale," and the bet was accepted by them. The starting price odds against Lord of Dale at the time when the telegram purported to have been handed in were three to one. This telegram was received by Crompton and Radcliffe at 3.15 p.m., and the bet was accepted by them in the ordinary course. Lord of Dale won the race, and upon the faith that the telegram had been handed in as it purported to have been Crompton and Radcliffe in due course paid Dorber or allowed him in account the amount won by him—namely, the sum of £9. The telegram was in fact not handed in or sent from the Royal Exchange office at all, but was despatched by the prisoner from the head office in the form in which it reached Crompton and Radcliffe after the race had been run and won. It was not suggested that Dorber was a party to that fraud. By the 24 & 25 Vict. c. 98, s. 38, "Whosoever with intent to defraud shall demand, receive, or obtain, or cause or procure to be delivered or paid to any person, or endeavour to receive or obtain, or to cause or procure to be delivered or paid to any person, any chattel, money, security for money, or other property whatsoever under, upon, or by virtue of, any forged or altered instrument whatsoever, knowing the same to be forged or altered, shall be guilty of felony." The prisoner was indicted under that section for procuring with intent to defraud the payment to Dorber "by virtue of a forged instrument, to wit, a forged telegram—that is to say, a forged message and communication purporting to have been delivered at a certain post office, to wit, at Royal Exchange, Manchester, for transmission by telegraph, and to have been transmitted by telegraph to a certain other post office, to wit, the head post office at Manchester, aforesaid, with intent then to defraud—he, the said Henry Riley, then well knowing the same forged instrument to be forged, against the statute, &c., and against the peace, &c." To this indictment the prisoner pleaded guilty; but Kennedy, J., before whom the case was tried, entertaining a doubt whether the telegram was an instrument within the meaning of section 38, reserved that question for the consideration of the Court for Crown Cases Reserved; and also desired the opinion of the court as to the sufficiency of the indictment.

The case was argued before the court last term, when judgment was reserved.

THE COURT (HAWKINS, WILLS, and MATHEW, JJ.; Lord RUSSELL OF KILLOWEN, C.J., and VAUGHAN WILLIAMS, J., doubting) affirmed the conviction.

HAWKINS, J., in the course of a written judgment, after stating the facts and holding that the indictment sufficiently described the offence, and referring on that point to *Taylor* v. *The Queen* (1895, 1 Q. B. 25) said:—I now proceed to discuss the question reserved for our consideration: whether the telegram described in the case constitutes a forged instrument in law, and whether it is such an instrument as is contemplated by section 38. My answer to both these questions is in the affirmative. In Blackstone's Commentaries (vol. iv., p. 245) forgery at common law is defined as "the fraudulent making or alteration of a writing to the prejudice of another man's right." I seek for no other definition for the purposes of the present discussion. That a postal telegram is a writing is, to my mind, clear. It originates in a written message addressed and signed by the sender, and delivered by him into the post office of despatch for the express purpose that it shall, in the very words in which it is penned, be transmitted by means of an electric wire to another post office, which I will call the arrival office, and that it shall there again, on its arrival, be

committed to writing, *verbatim et literatim*, and that such last-mentioned writing shall be handed to the person to whom it is addressed. The writing delivered in at the office of despatch is the authority of the postmaster to transmit the message, and of the postmaster at the arrival office to commit it to writing and to deliver it to the addressee as the sender's written message to him. This message sent out from the arrival office is, in my opinion, as binding upon the sender as though he had written it with his own hand. If I am right in this, it follows that an offer by telegram accepted by telegram might well create a contract sufficient to satisfy the Statute of Frauds between the sender and the addressee, and a verbal offer accepted by telegram might create an ordinary contract. For this there is the authority of the Court of Common Pleas so long ago as 1870: see *Godwin* v. *Francis* (L. R. 5 C. P. 295). Assuming the telegram to be such a writing as I have stated, a bare reading of the contents of it, coupled with the admission of its falsity and of the purpose for which it was made, are overwhelming to establish that it was fraudulently made to the prejudice of another man's right—and thus a forgery at common law. For this I need only cite the judgment of Blackburn, J., in *Reg.* v. *Ritson* (1 C. C. R. 200): "When an instrument professes to be executed at a date different from that at which it really was executed, and the false date is material to the operation of the deed, if the false date is inserted knowingly and with a fraudulent intent it is a forgery at common law." In this case, unless the telegram was dated and despatched before the race was run, it would have been inoperative; the time of despatch was, therefore, material. Falsely to write the telegram so as to make it appear as if it were sent in for despatch before the race was run, when it was not sent in till afterwards, was to make it appear on the face of it to be that which it was not. The more vexed questions, however, are whether the writing can be treated as an instrument, and, if so, whether it is such an instrument as is contemplated by the 38th section, the contention for the prisoner being that it cannot properly be treated as an instrument at all; and that, even if it can, the 38th section has reference only to such forged legal or commercial instruments as are mentioned and made felonies in the earlier sections of the statute. After much consideration, I have formed an opinion adverse to the prisoner on both these points. I am not aware of any authority for saying that in law the term "instrument" has ever been confined to any definite class of legal documents. In the absence of such authority, I cannot but think the term ought to be interpreted according to its generally understood and ordinary meaning as stated in the dictionaries of Dr. Johnson and of Webster. When applied to a writing Dr. Johnson defines it as "A writing containing any contract or order." Webster's definition is, "A writing expressive of some act, contract, process, or proceeding." When used generally Dr. Johnson speaks of it as "That by means whereof something is done"; Webster, as "One who or that which is made the means or caused to serve a purpose." These definitions cover an infinite variety of writings, whether penned for the purpose of creating binding obligations or as records of business or other transactions. Every one of the documents mentioned in the statute are unquestionably instruments, and intended to be so treated. Throughout the statute it is evident the Legislature attached no rigid, definite meaning to the word, for it is used in a variety of senses, all falling within one or other of the definitions of Dr. Johnson and Webster to which I have referred. [His lordship then referred to the earlier sections of the Forgery Act, 1861, as shewing the different documents dealt with in the sections relating to forgery. He continued:—] It will not, of course, be denied that there are very many instruments of an important character, commercial and otherwise, the forgery of which are only offences at common law. I do not, for instance, find that the forgery of an ordinary written contract (not under seal or specially named in the statute) is a felony. So also a certificate of ordination, though the forgery of it is a mere common law offence, was nevertheless spoken of as an instrument by Blackburn, J., in *The Queen* v. *Morton* (2 C. C. R. 27). I call attention to these undeniable facts for the purpose of shewing that there are many written documents of an important character beyond those mentioned in section 38, to which the words "any instrument whatsoever" used in that section apply in addition to those documents mentioned in the statute. In my view of the case the telegram in question is an instrument of contract; it is the instrument which completed the wager offered by Crompton and Radcliffe to those who were able and disposed to accept it (see *Carlill* v. *Carbolic Smoke Ball Co.*, 1892, 2 Q. B. 484; 1893, 1 Q. B. 256, and cases there cited), and thenceforth an obligation was imposed upon each party in honour to fulfil it according to the result of the race. I say in honour, because, though it was clearly not an illegal contract, it could not be enforced by any legal process. In virtue of it, and upon the assumption that the telegram was what it purported to be, Messrs. Crompton and Radcliffe paid the £9. I come to the only remaining question, whether it is such within the meaning of section 38 of the statute. It is contended that the section has reference only to such instruments as are mentioned in the earlier sections of the statute, and that section 38 applies only to those forged instruments which are punishable as felonies. Such a construction is, I think, erroneous. There is no definition of the word "instrument" in the statute to fetter us in giving to it the ordinary and general interpretation. It was clearly the intention of the Legislature by section 38 to create a new offence. If it had been the intention of the Legislature to limit the operation of the section to felonious forgeries, how easy it would have been to use appropriate language for that purpose. So far from doing this, the Legislature, having used the term "instrument" in a variety of senses, all falling within one or other of the definitions I have above referred to, proceeds in section 38 to use language which, read in its ordinary sense, comprises every description of written instrument. What simpler, stronger, or more comprehensive words could they have employed than "any forged or altered instrument whatsoever" to convey an intention that every forged instrument should be covered by it, whether the forgery was a felony by statute or a misdemeanour at common law? I think no argument against the interpretation I have put upon section 38 can be derived from the section (39) immediately following, for it expressly limits the operation of that section to statutory forgeries, by enacting that, whether such forgeries are created by that or any other Act, the persons charged with them may be indicted as offenders against that Act. Again, in section 40, the operation of which is confined to statutory forgeries, it is expressly and unmistakably so limited. Section 41 deals with the question of venue in all cases of forgery, expressly stating that it shall apply to all forgeries, whether by statute or at common law. Section 42 deals with what shall be a sufficient description in an indictment of "any instrument charged as a forgery"; while section 44, which makes it unnecessary to allege an intent to defraud any particular person, admittedly covers forgeries of every description, without any exception, and expresses that intention by the very same words used in section 38, "any instrument whatsoever." Is it possible that the Legislature, who clearly were alive to the difference between common law and statutory felonies, can have intended that a different construction should be put on these same words when used in section 38? The result is that, in my opinion, the conviction ought to be affirmed. In regard to a question suggested in the case, whether a person by pleading guilty to an indictment thereby admits the truth of the fact stated in the depositions, I think it right to express my opinion that he does not. He admits simply that he is guilty of the offence as charged in the indictment, and nothing more.

The written judgment of WILLS, J., in which he substantially concurred in the judgment of Hawkins, J., was read by Lord RUSSELL OF KILLOWEN, C.J.

MATHEW, J., concurred in the judgment of HAWKINS, J.

Lord RUSSELL OF KILLOWEN, C.J., said that the case was not of importance except with reference to the case of the particular prisoner. He committed forgery at common law, a misdemeanour under the Telegraph Act, and the offence of obtaining money by false pretences. Although he did not dissent from the judgment of the majority he entertained the doubt which would be referred to by Vaughan Williams, J.

VAUGHAN WILLIAMS, J., in the course of his judgment, said: I concur in the opinion that the defendant on the facts of this case was guilty of counterfeiting a writing with intent to defraud, and therefore of forgery by the common law, but I do not think he was guilty of any statutory forgery, or that the telegram sent falls within the description of any of the written instruments the forgery of which is made felony by 24 and 25 Vict., c. 98. On the whole, I think that section 38 is the supplement of the preceding sections, and that "instrument" must be limited to instrument (using the word in its widest sense) the subject of the preceding sections. But although this is the inclination of my mind, I am not prepared to differ if the majority of the judges think otherwise. Conviction affirmed.—COUNSEL, *F. H. Mellor*; *Sir R. B. Finlay*, S.G., *McCall*, Q.C., and *Casserley*. SOLICITORS, *Riley*, Blackburn; *The Solicitor to the Treasury*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Solicitors' Cases.

Re **SANDER'S SETTLEMENT**—North, J., 30th January.

COSTS—LANDS CLAUSES ACT, 1845 (8 & 9 VICT. c. 18)—CONVEYANCE—GRANT OF EASEMENT—SOLICITORS' REMUNERATION ACT, 1881, SCHEDULE 1, PART 1.

This was a summons to vary the taxing master's certificate, under the following circumstances. Certain land had been taken by the London County Council under compulsory powers, and it had been ordered to pay the costs of reinvestment. Upon application being made to the court, the money was allowed to be invested in the purchase of a right of way. The taxing master held that the scale charge did not apply to a grant of an easement, and that the point was decided by *Re Stewart* (37 W. R. 484, 41 Ch. D. 494). It was now contended on behalf of the London County Council that, as the surface of the land would vest in the public authority, the case was distinguishable from *Re Stewart*, and that that case turned on the particular circumstances of the case (as stated by Chitty, J., in *Re Earnshaw-Wall*, 1894, 3 Ch. 154), for there the vendor merely granted a licence to lay down pipes.

NORTH, J., however, held that the taxing master was right, and that *Re Stewart* decided that the scale charge did not apply to the sale of an easement.—COUNSEL, *W. Baker*; *Gent*. SOLICITORS, *W. A. Blaxland*; *Withall, Trotter, & Patteson*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

The Lord Chancellor was on Thursday morning, at the House of Lords, to preside over a committee, consisting of several of her Majesty's judges, which has been summoned for the purpose of considering the petition of a law student of the Middle Temple, who has appealed against the decision of the benchers of that inn for having refused to call him to the bar.

A chess "at home" will be given on the 10th of February in the Inner Temple Hall, by the treasurer, Mr. Waddy, Q.C., and the masters of the Bench of the Inner Temple, to members of the Inner and Middle Temple. Mr. Blackburne will play simultaneously blindfold against six opponents. Another master (probably Mr. Teichmann) will play simultaneously against all comers; and two consultation games between members of the Inner against members of the Middle Temple will be arranged.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held on Friday, the 31st ult., at the hall of the society, Chancery-lane, the President, Mr. J. Wreford Budd (London), taking the chair.

Order of Business.

Mr. C. Ford (London) said he was very sorry that the rule which had prevailed twenty years ago had been disregarded of late years. That rule was that the notices of motion should be placed upon the agenda paper in the order in which they were received. It was hardly fair that the Council should arrange the notices of motion from their own point of view. Preference was given to notices of motion by members of the Council, and even by members of the club who were not on the Council.

Mr. Atlee (London) rose to order.

The President said he quite appreciated what Mr. Ford said, but in settling the order of business he (the President) had arranged it in the way that was most calculated to please the general body of members present. He had placed at the head of the paper of business the subject which had the greatest interest for the members—namely, Land Transfer—and he felt sure that he should have the support of the meeting.

Mr. Ford endeavoured to enunciate his views with regard to the future, but, in obedience to loud cries of "Order," desisted.

Land Transfer.

Mr. John Hunter (London), in accordance with notice, called attention to the Bill which had been prepared under the instructions of the Council with the view of simplifying the title to and the transfer of land. He said it would be within the recollection of some of the members that in the address which he had had the honour to deliver at the provincial meeting at Bristol he had expressed an opinion that the time had come when, instead of the Council confining themselves to criticizing the schemes brought forward year by year by the Government for compulsory registration, they should themselves put forward some scheme which should give to purchasers of land the greatest amount of security with the least cost of time and money, whilst leaving to owners the power they all desired to make any disposition they could now make of the land or the value of it. His address contained his views as to what would be the alterations in the law best calculated to work that out. At that meeting a resolution was passed: "That the Council of the Incorporated Law Society be requested to take into their consideration as soon as convenient the suggestions relating to the improvement of the laws of real property contained in the address of the President, and to appoint a committee for the purpose of elaborating and bringing forward proposals in the direction of the President's suggestions." This resolution was considered by the Council at an early meeting after the Long Vacation in 1894, and a committee was appointed with instructions to elaborate and bring forward these proposals. All the country members of the Council and several London members who had large experience in conveyancing matters sat upon it; and they asked him to put into shape the draft of such a scheme as he wished the Council to put forward. This he did, and he thought the shortest way would be to refer to a few paragraphs in the report which he prepared as a draft, but which never got further than a draft. It stated that the first step towards simplifying a title to real estate was to enact that a purchaser acquiring the legal ownership of it should not be affected by any equitable claims to or on the property, whether he had notice of them or not. A necessary consequential alteration of the law would be to require that there should always be a legal owner in fee, and to enact that such legal owner should, subject to caveat, have absolute power to dispose of the whole fee without the concurrence of any other person; and to ensure this it would be necessary to prohibit the creation in future of legal estates in real property other than in fee simple or for a fixed term of years. To facilitate the proof of title it would be necessary that on the death of the person in whom the legal estate was vested it should vest in his legal personal representatives. If these alterations in the law were made, it would then be impossible for the legal estate once vested in one person to be transferred to another without either a deed of conveyance executed by the legal owner or by order of a competent court, treating a grant of probate or administration as such an order. The succession duty and the Finance Act would be required to be amended, so as to relieve the purchasers acquiring the legal estate and being liable to the duties imposed upon them. With these alterations, the abstract of title would only contain an abstract of such of the deeds as conveyed the legal estate. The purchaser would no more have to inquire whether the beneficial interest in the property was free or incumbered than the purchaser of stock now had to inquire, when he took a transfer of stock from two or more persons, what they were going to do with the purchase-money. The purchaser would very rarely have to require proof of death, and never of heirship. It would give all the simplicity of a transfer on the register, without the inherent disadvantages of having private affairs conducted by an official department with the consequent delay and fees, and it would further get rid of the very substantial risk that a registered owner must always be liable to of being deprived of his property by fraud or forgery. On the system here proposed no legal owner could be deprived of his property without either his own signature or an order of the court. The system of caveats suggested was that anyone claiming the right to prevent a legal owner selling land without the consent of the claimant, in whatever capacity he claimed the right to restrain, should, on filing an affidavit similar to that now required to obtain a distringas, have the right to file on the register a notice that the person named was not to sell the land described without the consent of the court. The caveat might be either a caveat to be warned off on so many days' notice to the cautioner, or an inhibition not to be got rid of without the actual consent of the cautioner or an order of the court. In any case the court ought to be at liberty to condemn in costs a cautioner registering a caveat improperly, or improperly refusing to withdraw it. The cautioner should be at liberty to consent to the sale of any particular part of the property without affecting the caveat generally. On this draft there was great divergence of opinion, and no definite conclusion was come to by the Council. In the meantime the Lord Chancellor brought in his Bill to establish a Government registry, which passed the House of Lords and had come to the House of Commons, and been there read a first time. Notice to block the Bill was given, but negotiations took place between Mr. Bolton, who undertook to represent the society and the solicitor branch of the profession in the matter, and the promoters of the Bill. He (Mr. Hunter) thought they were very much indebted to Mr. Bolton for the very great trouble he had taken and the skill he had displayed in conducting the negotiations. Mr. Bolton entered into an understanding with the Attorney-General that the Bill should be read a second time *pro formâ*, and referred to a Select Committee, who would have power to take evidence, on the distinct understanding that those members who were opposed to the Bill were to be at liberty to oppose it, either in principle or detail, at any later stage. The Bill was read a second time on that understanding, and a Committee, of which the Attorney-General was chairman, sat for some time. Mr. Wolstenholme was examined, and in the course of his evidence he said that in his opinion it would be necessary to simplify title to provide that every purchaser of land should take by a title paramount to all equitable interests. The Committee sat until the defeat of the Government; and then Parliament was dissolved, and the Council found they had time to resume the consideration of the scheme which had been before them for the preceding six months. Having that expression of Mr. Wolstenholme's opinion, the Council came to the conclusion that the most business-like proceeding would be to get a Bill prepared running very much on those lines; and accordingly instructions were given to Mr. Wolstenholme requesting him to draft a Bill. The instructions comprised the paper he (Mr. Hunter) had put before the Council, and also papers from several other members of the Council expressing their views. By the end of the Long Vacation a Bill was prepared by Mr. Wolstenholme, who was assisted by Mr. B. L. Cherry, a former pupil of his, and who had assisted him in writing his last book on the Settled Lands Act and Conveyancing Act, and who had been assisting the Council in the evidence given before the Committee of the House of Commons; and this Bill came up for consideration by the Council at the first meeting almost after the last Long Vacation. The most convenient plan would be to explain what the contents of that Bill were. The Bill had been approved by the Council, and had been sent by them to the Lord Chancellor, as their contribution towards the solution of the question which had been so long before the public as to what would be the best mode of cheapening and simplifying the investigation into title on the transfer of land as between vendor and purchaser. In the scheme he had submitted to the Council the two greatest difficulties which had occurred to him were—first, he had proposed that a purchaser acquiring the legal estate should be relieved from any responsibility for tracing out the equitable title; and, seeing how very frequently there was considerable difficulty in finding out where the legal estate is, it certainly had pressed upon him that it was quite possible it might happen, not, perhaps, infrequently, that the purchaser, thinking he had a legal estate, would abstain from inquiring into the equitable interest, and that it might turn out that there was legal estate outstanding, and the purchaser might find he had not got what he expected to have. If two or three such cases occurred, it was certain conveyancers would shortly try back to their old system. The other difficulty that had pressed upon him was the question of the Settled Lands Act. That Act had given large powers not only to legal but to equitable tenants for life, and he very much doubted whether the Legislature would be willing to give up the power that had been conferred upon them, and of which they had made such very extensive use. Mr. Wolstenholme, in the Bill he had drafted, had dealt with both these difficulties in a way which he (Mr. Hunter) thought the great majority of the Council at all events considered—though it had rendered the Bill more complicated—would best carry out the object they had had in view, and which he thought was a very masterly way of getting rid of those two risks. The Bill, to begin with, contained three definitions. In order to avoid confusion with the meanings attached by the court to existing terms, instead of dividing interest into legal and equitable estate it divided them into estates and fiduciary rights. The Bill proposed to enact that an estate should not be disposed of otherwise than so as to transfer, subject to paramount interests (if any), the whole estate in the land, or an undivided share in it, or to create out of it another estate. Fiduciary rights might be created in the same manner as equitable interests in land, but should be capable of being enforced only against the estate owner, who is constituted trustee to give effect to such rights, and should not be enforced against a purchaser, whether he had notice of such rights or not. A disposition by an estate owner in favour of a purchaser was to pass the estate disposed of to the purchaser subject to paramount interest (if any), but free from all liabilities not being paramount interests. Any disposition by an estate owner attempting to create an interest was only to operate as a declaration of trust. The Bill provided that on the death of the estate owner the estates should vest in the executor of the deceased estate owner, with the power to appoint a separate executor of real estate. That would get rid of the neces-

sity of investigating heirships or proof of death. The Bill further proceeded to enact that transfer of an estate in favour of a purchaser should free the purchaser and the land in his possession from succession and estate duties. Up to this point the Bill carried out very much the views which had previously been before the Council, except as to the words "legal estate." Mr. Wolstenholme created a new definition of the estate, as representing the entire interest either in what they called the fee simple or term of years, whether that entire interest was legal or equitable. It would be apparent to everybody that there were many cases in which the equitable owner in fee simple desired to sell the land subject to some outstanding interest; and, notwithstanding the fact of these interests being outstanding, the Bill would enable a man who had the interest in the property to make a clean title to the purchaser without any inquiry on his behalf into the equitable interests. The mortgagee or other people who had prior interest were dealt with under the term of "paramount interests," which were left untouched. There would be very little difficulty in ascertaining what they were. Then the Bill dealt with settlements. As to future settlements, it proposed to enact that a settlement should be made only by means of a declaration of trust, and that the successive interests should take effect as fiduciary rights; that an instrument creating a settlement may contain an appointment of trustees for the purpose of the Settled Land Act, with power to appoint new trustees; and that where it does so the estate owner shall not dispose of his estate otherwise than in the manner authorized by the Settled Land Act. This disability was to cease on the death of the estate owner, who was to be as a rule the first tenant for life, and whose title would on his death vest in his legal representative, who would be bound to provide for all duties and all other liabilities affecting the estate, and subject to that to convey it to the person in whom the next fiduciary right is vested. As to settlements in existence at the time of passing the Bill, it proposed to enlarge the interest of the tenant for life in existence at that time, if he is of full age, into an estate, subject to any paramount interest; the estate to be held on trust to give effect to fiduciary rights equivalent to the limitations of the settlement, with the power of disposal in the estate owner only as authorized by the Settled Land Act. Of course, in the case of existing settlements any purchaser would see by the investigation of title that the estate vested in the tenant for life was subject to the restrictions, and could only be disposed of under the powers, of the Settled Land Act. At the same time it would relieve purchasers from inquiring into equitable interest, and give very much greater facility than was at present the case. The Bill provided that where in future settlements the estate was not vested in the man who had the first fiduciary interest for life, in which case the estate was in somebody other than the tenant for life, the trustees were to be bound to carry out as an administrative act any contracts which the tenant for life might enter into, and it prohibited in that case any other than the estate owner from making a title which he would have been able to do under the existing land laws. The other portion of the Bill dealt with the questions of caveats and inhibitions. In the scheme before the Council in the first instance these were put as alternatives. It had not occurred to him, but it had to Mr. Wolstenholme, that the choice of the two alternatives might be left to the person who wanted to make use of them, and Mr. Wolstenholme had proposed that there should be a register on which any person claiming a right to restrain an owner from making a good title to a purchaser should be at liberty to file a notice, either a caveat or an inhibition. A caveat would operate as a distringas at the present time, and would cease to exist if it were warned off by a number of days' notice. The inhibition would be an absolute prohibition, but the Bill proposed that such a restraint as that should not be filed unless with an order of the court or the consent of the person to be inhibited. There was machinery in the Bill providing for registering both in London and the country, and for obtaining official certificates of search, and providing that an official certificate given by the registrar that there was no caveat or inhibition restraining A. B. from dealing with land in a particular parish or district shall be conclusive evidence that there is no such restraint. The result of the Bill would appear to be, at all events Mr. Wolstenholme so anticipated, if it passed, that within a period of twelve or fifteen years all that would be necessary for the vendor to produce to make out his title to a purchaser would be any instruments that dealt with the estate, and the certificates of the registrar, that at the time of the dealing there was no caveat or inhibition filed on the register, and then the purchaser would have a complete title which could not be upset by any dormant interest, either equitable or legal. If the Bill should have that effect, it would very much simplify transactions in real estate in the future, and save a considerable amount of investigation and reinvestigation, the perpetual recurrence of which was one of the great grievances put forward by the people who were pressing the Government to establish their registry. In the opinion of the Council the scheme proposed would be a substantial equivalent for what the Government had been proposing, without the inconvenience and disadvantage of the assistance of officials, and the necessity for paying official fees, and without the rigidity of any system which had to be conducted by officials, as compared with a system conducted by the parties themselves and their own advisers whom they paid and employed from time to time. This had been one of the great points the Council had put forward as one of the disadvantages which would attach to the Government scheme. That, he thought, was fairly the history of what had been before the Council during the last eighteen months, and of what they had done; and what he wished to do now was to ask the meeting to resolve that they approved of the action taken by the Council in the matter. He moved accordingly.

Mr. N. T. Lawrence (London) seconded the motion with great cordiality. He confessed he should like to say a word or two about it. He dare say many had asked, and many would ask, why the Council were undertaking to amend the law of real property. They would say the law of real property was very good as it stands, and why should the Council interfere with it. The answer to that would be that they were not their own masters in this case, as they were not their own masters in a great many other cases. For a great many years the question of the compulsory registration of title had been forced upon Parliament by Chancellor after Chancellor on both sides of politics, and at this moment the leaders on both sides of the House entertained an idea—a very erroneous idea, as those present knew—that compulsory registration of title would be a benefit to the community. He dare say a good many people flattered themselves that it would enable them to do away with their lawyer's bill and to do all their business without legal expense. The Council had hitherto, by great industry and perseverance, and thanks very much to the labours of Mr. Lake, been able to prevent these Bills from passing. But that had been merely from the accidents of Parliamentary business; and now that there was an all-powerful Government in power and a Lord Chancellor who was committed to the scheme, there could be very little doubt that if the Government chose they could pass the Bill. The Council had exhausted their powers of direct opposition, and they considered, as Mr. Hunter had suggested in his address at Bristol, that the time had come when they ought to look into the question of real property law and see whether there was anything they could propose in place of this scheme. The points which the Bill was aimed at were these. With regard to freeholds, there was a great difference between freeholds and leaseholds. In the case of freeholds, if a man died they would descend to his heir-at-law. If he had no near relations, it was a very difficult matter very often to find out who the heir-at-law was. If freeholds were settled, the legal estate was vested in a number of successive persons; and if the owner for the time being happened to be low down in the list of successive persons, he had to prove the death and failure of issue of a large number of persons. This did not apply to leaseholds, which vested in the executor when a man died, and if they were settled there were trustees who could deal with them. Then there was one other difficulty, when the purchaser had notice of the trust and he required it to be shewn that these trusts were fulfilled. That was not the case with stock and shares. If a man bought his stock he need not trouble himself about the trusts which affected the persons who sold to him. These were the things which this Bill remedied, and it remedied them in this way: the freeholds had to vest in the hands of executors and administrators just as if they were leaseholds. The Bill which Mr. Hunter had so ably described was necessarily a very complicated Bill, because these simple principles could not be put into ordinary working without the most minute and careful provisions by an adept in the practice. But when Lord Cairns brought in his Acts of 1881 and 1882, which were generally considered to have been very successful and a great benefit to the country, he trusted entirely to Mr. Wolstenholme, as he (Mr. Lawrence) happened to know, because he was behind the scenes at the time. Lord Cairns entrusted the whole measure entirely to Mr. Wolstenholme, and the Council had had the advantage of Mr. Wolstenholme's skill and learning. But it had not been left to Mr. Wolstenholme altogether, because the Council had worked it out with him, and the Bill was the result. If the Bill were adopted by the Government, which seemed the only chance of its passing, it was most reasonable to hope that these persistent attacks upon the law of real property might cease, and that the Council might no longer have to spend the money of the society and their own labour and pains year after year in opposing the same thing. Before the Acts of 1881 and 1882 there had been persistent attacks upon the right of settlement. A great many persons who wrote very well and spoke very well had maintained that a man ought to be prevented from settling his property in the way he thought best for his family. Those Acts were passed, and the law of settlement was settled by them, and these attacks had ceased. Nothing more was heard of them. He sincerely hoped that this Bill might meet with the approval of the society, and that it might be passed; and that they would be relieved from fighting every year in their own defence. He hoped the meeting would pass the resolution.

Mr. F. W. Blunt (London) addressed the meeting, as he thought there should be some expression of the feeling of the members apart from the Council. They must all feel greatly indebted to the Council for the step they had taken. He quite agreed with Mr. Lawrence that the society had exhausted their powers of direct opposition, and therefore, to his mind, it was the best possible policy that a contribution should be made to the literature, and possibly the legislation, on the subject by so influential and potent a body as the Council. He thought the Council could not possibly have done better than take the step they had in referring to Mr. Wolstenholme for assistance in drafting the Bill. He had no doubt that when the Bill came to be examined, as it assuredly would be in very careful detail, it would come in for any amount of criticism. Of course, nothing of the sort could expect to be perfect, but he believed the Bill would stand criticism, even if there might be political or other influences which might possibly overcome the logic upon which the Bill was founded. It was quite impossible at the moment to pronounce any opinion on the details of the Bill. It was a matter requiring far more consideration than could possibly be given to it off-hand. He would only venture one observation, which was with regard to the distinction between estates as now defined and fiduciary interests. It seemed possible that some more elaborate provisions would be made than that in the Bill for the case of a sale by persons holding the estate with due consultation with those holding fiduciary interests. He quite agreed that they must nowadays be prepared for allowing the person who had what was called the estate to pass the whole interest in the property to the purchaser. He thought that was all the more reason why there should be very strict limitations on the power to contract for sale of the person who had the estate. He

gathered, also, that under the definition of "paramount interest," if a sale occurred by the mortgagee in possession, the person who really owned the property as an estate would be turned into a man having a fiduciary interest only. Therefore that also illustrated, it occurred to him, the very great necessity for carefully guarding the right to contract for sale.

Mr. FORD said the society were very much indebted to Mr. Hunter and the Council for their great trouble in preparing this long Bill of thirty-six pages. He would undertake to say that no other public body would be asked, as the members were asked to-day, not having received a copy of the Bill, to say whether it was a right and proper Bill, and asked to support the Council.

Mr. BLUNT said he did not understand that in saying they approved of the action of the Council the members approved entirely of the Bill. He had not spoken in that sense himself.

Mr. FORD said he was leading up to the subject that they would be wise if they adjourned the consideration of the matter to the next meeting, and in the meantime every member should be provided with a copy of the Bill. (A Member: "Expense.") He thought it would be penny wise and pound foolish for the members to commit themselves one single inch until they had had the Bill in black and white. He did hope the Council would not act with this unbecoming haste, this indecent dispatch. There was no necessity, for Parliament would have plenty of work in connection with foreign affairs before considering legislation of this kind. This was just the moment when it might have been wise to let the matter alone. The marvel and the pity was that the Council did not move in the direction of reform some years ago. It was quite a question whether the Legislature would be prepared to accept from the society a measure of reform which they might have been ready to accept twenty years ago. There were some things in the Bill which he did not like at all. The members would find in it proposals which they would very strongly object to, and which he was afraid would create some conflict of opinion between the country and London practitioners, such, for instance, as that referring to returns for circuits being sent by post. He appealed to the Council to give the members an opportunity of considering the measure, and not to treat them like a parcel of children. He therefore moved that the consideration of the Bill be adjourned to the next general meeting, and in the meantime an inexpensive copy of the Bill be sent to each member of the society.

Mr. JOHN ELLERTON (London) thought the action of the Council in the abstract most commendable, and that the members should support the action taken by them in preparing the Bill.

Mr. B. G. LAKE (London) trusted Mr. Ford was the only member of the profession who had not already read the Bill in the SOLICITORS' JOURNAL and in the *Law Journal* and *Law Times*, in every one of which it had appeared three or four weeks ago. He might add also that this same Bill had been forwarded to every country law society in the kingdom, and it could be seen by anyone who cared to come to the society's office. Probably the only reason Mr. Ford had not seen it was that in the intervals of the general meetings he did not take any interest in the affairs of the society. That seemed to be the only explanation. To suggest that the Council were going to ask the gentlemen in the law to express approval of every provision of the Bill, or to go into it, was most unreasonable. But that was not what they asked, and he doubted whether any member would be prepared to undertake the labour of going through the Bill. It was a Bill of an extremely technical character, which could only be understood by those who were completely acquainted, as most of the members of the Council were, with the art and science of conveyancing. The Bill had been prepared by the best conveyancer in London, and he was prepared to say that anyone reading it for the first time would not be able to appreciate the whole force of some of the provisions which it contained. With regard to the particular clause to which Mr. Ford had referred, that had been put in in accordance with the suggestion from the country societies and to avoid the possible necessity of country solicitors having to send up all their deeds to London. With regard to the Bill he did not propose, after Mr. Hunter's and Mr. Lawrence's able explanation, to say many words. Only, as one who had taken a very great interest in the subject, he should like to be allowed to say how entirely he agreed in what Mr. Hunter had initiated and the Council had followed. It must be borne in mind that the point which had been made the most of against the system of conveyancing was that in dealing with land the title had to be investigated on every separate occasion, and it was impossible to deny that this in theory was the case. They knew that in practice it was far from being the case. And this Bill met the difficulty by providing that all fiduciary rights, and all incumbrances which really come under that head must be protected by entry on a register. The effect would be to provide that as between vendor and purchaser an official certificate that there is no incumbrance or any special incumbrance registered against an estate shall be final and conclusive. So that there would never be any necessity for going behind the last conveyance or the last dealing for value. Everyone of them knew how enormously that would facilitate their labour and reduce their responsibility. He only referred to that as one of the leading provisions of the Bill, and one of the great advantages which it would afford. It would enable them to greatly simplify title. But, above all, there were the advantages of preventing the possible suppression of deeds and giving the protection to the interests which the Land Registry claimed to give, but which those who read the evidence given before the Select Committee would know failed to give; and he quite hoped that this Bill would be supported by the society at large, as it would very greatly strengthen the President in any communication with the law officers on the measure. He entirely supported the resolution.

Mr. TREDGOLD seconded Mr. Ford's amendment.

The PRESIDENT asked what was Mr. Ford's amendment exactly.

Mr. FORD said it was: "That the consideration of the matter be postponed till our next meeting, and that in the meantime a copy of the Bill be sent to every member of the society."

The PRESIDENT asked Mr. Ford whether he really proposed to put the society to the expense of sending a copy of the Bill to each of the 7,000 members. Latterly the society had had an excess of expenditure over income. (Mr. HASTIE: "Dinners.") No, it was not dinners at all. He could show the member, if he would take the trouble to go into the accounts with him, that that was not the cause of the excess. But the finances were in anything but a satisfactory condition, and it would cost to send the Bill to each member some £300, there or thereabouts; and it was a very important question. Every member of the society must have seen, or could buy for himself at the cost of 6d., a full copy of the Bill in the SOLICITORS' JOURNAL, and he hoped Mr. Ford would not press upon the Council the necessity of incurring so large an expense as this. They never could hope to have any great number of the members present at a general meeting to discuss the provisions of the Bill, and a very large portion of the expense would be thrown away. All the members who were likely to attend could, at very little cost, obtain a full print of the Bill in the SOLICITORS' JOURNAL. He was not discussing the question of adjournment, but the suggestion that this expense should be thrown upon the society.

Mr. FORD said he had only suggested it in the interest of the profession. At all events he hoped he might suggest that the memorandum, which only covered six pages, should be sent out.

The PRESIDENT said it was the postage which was the great expense. The memorandum had also been published.

Mr. TREDGOLD said that Mr. Ford still wished for the adjournment of the discussion, but did not wish the Council to incur the expense of sending out the Bill to every member. When he (Mr. Tredgold) received the notice of the meeting he called at the society's office, and received a copy of the Bill, as any member might have done. He could see the enormous amount of work and attention that had been given to the subject, a most difficult subject. But the Bill entirely revolutionized his notions of conveyancing, and it almost gave him a cold shudder to think of it. But solicitors would submit to that. If the public were so aggressive, and would insist upon some reform in conveyancing, he could quite understand that the legal profession were bound in a measure to give way. But the Bill seemed to him entirely drawn in the interest of purchasers of estates. Under the Bill there were possibilities and probabilities of the owner being ousted. He saw cautions provided for in the nature of caveats, but it must be remembered that there were numbers of fiduciary interests represented by minors, younger sons abroad, females, and so on. They would not know what steps to take. Yet where there was only one trustee left, who might be a man of straw, he might sell the estate, and the fiduciaries would have no redress whatever against the land, simply because by this Act the purchaser was entitled to receive the estate free from all incumbrances. This was a very serious blot on the Bill. They would simply have a claim upon this man of straw. Supposing the Bill became law, and a case came before the court, and the question of the paramount interest were involved, the question would have to be asked, "Are you urging paramount interest before the Act of 1896 or after?" His great objection was that there was no sufficient protection for the fiduciary interest. If they adopted the Bill it would go forth to the world that every solicitor had approved of it, and it might help to carry the Bill through. It was certainly not yet quite perfect. That was why he seconded the resolution.

Mr. A. H. HASTIE (London) said that everyone knew how convenient it was to deal with Consols, and for land to be dealt with as Consols it was only necessary to have the principle of distringas, which he thought was in the Bill, to make it practically safe. If that were so, he was contented with the Bill, and if the Council had agreed to its details it seemed to be idle to expect 7,000 members to make 7,000 objections. If they conceded the principle of the measure, its working must be left to the Council.

Mr. F. ARMITAGE (London) said they had been told by Mr. Hunter that the object of the Bill was to simplify, but he did not think the object of the Lord Chancellor or the late Government was the relief of solicitors or of conveyancing counsel. What the public was asking for through the Lord Chancellor was something that would cheapen the cost of conveyancing. He should like to know whether that point of the cost had been considered. He thought that if any complaint was made with regard to the conveyancing scale, it arose sometimes under the power to give notice to charge under the old system. It was no good offering the public or the Legislature stones when they wanted bread. Although the Bill might be to the convenience of solicitors, it would not do much for the public unless it reduced the cost.

Mr. SPENCER WHITEHEAD (London) thought the meeting ought to vote against the amendment, for the reason that if it were carried they would be landed in a great difficulty. At the next meeting there would be a long discussion on the details of the Bill, and the only thing that could possibly be done then would be to appoint a committee to consider whether the Bill could be approved. That would take months, and the committee would be simply going through the work the Council had already done—that Council being the very best committee, in his opinion, that the society could appoint. Then the report of the committee would be accepted by the Council, and the society would be binding itself to the provisions of the Bill. By the resolution the members did not so bind themselves. They simply approved of the course which the Council had adopted, which was to prepare the Bill which they put forward. He thought the meeting ought to approve of the course the Council had adopted.

Mr. C. T. SAUNDERS (Birmingham) said that it was most important to consider that to adjourn the discussion of the subject till April was to adjourn it altogether, because Parliament would meet in February, and

the Lord Chancellor, if he determined to bring in a Bill, would bring it in at once. Unless, therefore, the Council were prepared with their Bill as an alternative measure, and to submit it to Parliament at exactly the same time, the society would be out in the cold. It would be too late in April to go to Parliament with their Bill. The society must be prepared to act at once. He trusted Mr. Ford would see that to adjourn the consideration of the subject until April would be disastrous. Upon the general question the Bill would, of course, be a revolution, but compulsory registration would be a revolution infinitely worse to them than the revolution proposed by the Bill. The compulsory Registration Bill was not only revolution in every sense of the word, but destructive so far as the solicitor's position was concerned, because they would be ousted in favour of officialism. The Bill protected them from that. It protected the public also from all the dangers, the delays, the rigidity, and the manifold inconveniences which were pointed out by one witness after another to the Select Committee of the House of Commons. There were dangers under the present system. A fraudulent trustee could commit frauds now just as ever he would be able to. They could never get quite rid of the possibility of fraud, but experience shewed that frauds were infinitesimal in number, and could not be compared with the amount of business done in the country. And that was one ground on which they pressed the Select Committee hard—namely, that the question of fraud did not arise as regarded the question of registration. Registration was not necessary to the prevention of fraud, and under the system of the Bill fraud would be made as rare an occurrence as possible under any system. He trusted that the members would not bind the hands of the Council in a matter which had been approved in the main by the whole of the country members of the profession. Every country member on the Council was in favour of the prosecution of this Bill, therefore it met with the approval of the country generally, and he trusted it would meet with the approval of London solicitors and the profession generally.

Mr. R. L. DEVONSHIRE (London) cordially agreed with the resolution, and was strongly opposed to adjournment. But he would not like it to be supposed that the society was giving way, as had been said, before the aggressive action of the public; but rather that it was dealing with the progressive action necessitated by the times in favour of facilitating the cheapening of the transfer of land. So far from giving way, they were leading in that direction.

Mr. J. SINNOTT (Bristol) supported the resolution. He asked what would happen in the event of the Lord Chancellor opposing the measure. In his opinion the society should support the Land Transfer Bill in that case, and provisions should be inserted that no one other than a solicitor should act for the principal. If the profession could be safeguarded, he would be prepared to arrange a compromise rather than fight, but he decidedly approved of the details of the Council's Bill.

Mr. DALTON MILLER (London) suggested that Mr. Ford should withdraw his amendment, because adjournment would only paralyze the action of the Council for three months, and do no earthly good whatever. If Mr. Ford desired to discuss the details at the ensuing meeting, he could do so by any motion either in support of or against it. Of course, there must be in a Bill of this description very great material for difference of opinion. He should like to know anyone who could prepare a Bill of this kind which would not give rise to difference of opinion.

Mr. FORD withdrew the amendment.

The PRESIDENT then put the resolution, "That this meeting approves of the action of the Council in preparing and putting forward the Conveyancing Bill of 1896," which was carried unanimously.

Mr. H. E. GRIBBLE (London) thought that the thanks of the meeting ought to be given to the Council for the trouble they had taken in preparing the Bill.

The PRESIDENT observed that that was involved in the resolution which had been passed with unanimity.

PROCEEDINGS AT THE ANNUAL PROVINCIAL MEETINGS.

Mr. Thomas James Hooper (London) had given notice to ask what is the cost of and incidental to the printing of papers read at the provincial meeting, report of proceedings, postage to members, &c., and to move that same be discontinued.

The PRESIDENT said he had received a letter from Mr. Hooper from which he gathered it was possible he would not be present. He might say that the Council had received letters from other members of the society disapproving of the motion.

Mr. W. SMAIL (London), as an old friend of Mr. Hooper, wished to move the resolution, but

The PRESIDENT said that, as Mr. Small had not Mr. Hooper's request in writing to do so, the bye-laws would prevent his so doing. But it might be interesting to the meeting to have information which Mr. Hooper's question would have elicited had he been present. The cost of printing and publishing the proceedings of each meeting amounted to £350. He might mention that there were 7,000 members of the society, and of course a great number were unable to attend the provincial meetings, and they would be kept from all knowledge of what had taken place if the proceedings were not published.

NOTICE OF ANNUAL GENERAL MEETING.

Mr. HARVEY CLIFTON (London) gave notice of his intention to move a resolution at the next general meeting of the society in the following terms: "That twenty-eight days' direct notice be given to members of the date of the annual general meeting of the society, that such notice contain an intimation of the vacancies on the Council, and a notice that nominations of members to fill such vacancies must be sent to the office of the society fourteen clear days before the date of the meeting, and that the bye-laws be altered accordingly."

THE LONG VACATION.

The following notice appeared on the paper of business:—Mr. F. Rowley Parker will move, and Mr. H. E. Gribble will second, the following resolution: "That the President, as the representative of the solicitors on the Rule Committee, be requested to move, at the next meeting of that committee, the rescission of ord. 64, rr. 4 and 5, of the Rules of the Supreme Court."

The PRESIDENT said that before Mr. Parker moved the resolution, on behalf of himself and his (the President's) successors in office he ought to take some exceptions to the terms of the motion. The Legislature had thought fit to enact that the President of the Incorporated Law Society for the time being should be a member of the Rule Committee. But the President attended the committee to listen, and to take part in the proceedings to the best of his ability. He did not consider that he was the representative or the delegate of solicitors in the terms of the notice of motion. He thought it only right that he should put that on record. The President attended to assist the committee to the best of his ability, and as a member of the Rule Committee, and not as the delegate of the society or of anyone else.

Mr. GRIBBLE said that Mr. Parker, who had been called away to a conference, had requested him to move the resolution.

The PRESIDENT observed that he had been happy to be able to make the explanation upon the subject. His views were well known, and were entirely in accord with Mr. Parker's. He only desired to point out that the President cannot be considered as a delegate.

Mr. HASTIE said the President had made an explanation of what he considered his position. In the event of there being an unanimous resolution of the society requesting him to move such and such an alteration of a rule, would he conceive that he was entitled to consider whether or not he should do so, not as his own motion, but from the fact that the resolution had been come to by the society.

The PRESIDENT: Certainly, sir. I can approve or not. If I approved of the resolution, I should consider whether it was a practical resolution to carry. I should certainly in no place and at no time move a resolution I did not think there was a reasonable probability of carrying.

Mr. HASTIE asked, supposing a resolution were carried by the society, would the President consider he was bound to bring it to the notice of the Rule Committee. The President was entirely out of order in making the exception he had made.

The PRESIDENT: I think not, sir. If I find before me a motion which I conceive is expressed in language calculated to convey an erroneous impression, I could not allow a motion in these terms to be put to the meeting.

Mr. GRIBBLE said he had been in communication with Mr. Parker as to the terms of the motion, and they only desired to put it in such a form as would be acceptable to the President and the meeting. He had not the exact words Mr. Parker had arranged, but the substance was that "In the opinion of this meeting the Council be requested to ask the President to bring before the Rule Committee the desirability of the rescission of the two rules 4 and 5 of order 64."

The PRESIDENT suggested it should run: "That the rescission of ord. 64, rr. 4, 5, of the Rules of the Supreme Court is desirable."

Mr. HASTIE rose to order. The only resolution that could be moved was that of which notice had been given.

The PRESIDENT said that was so, but he did not wish to be too technical.

Mr. HASTIE persisting in his contention,

Mr. GRIBBLE moved the resolution as it stood: "That the President, as the representative of the solicitors on the Rule Committee, be requested to move at the next meeting of the committee the rescission of ord. 64, rr. 4, 5, of the Rules of the Supreme Court," suggesting that some other member should move an amendment. The point was that there had been resolution after resolution by committees of the society at provincial meetings, and finally by a meeting in this hall last year, all of them advocating the abolition of the Long Vacation. Mr. Rawle had given his reasons in a paper he read at the Liverpool provincial meeting for doing away with the Long Vacation altogether. As it had been before the society so recently, he need not trouble them by repeating those reasons. But he did not want to have these mere paper resolutions, but that some action should be taken in the matter. They knew that they had against them the dead weight of a very large and influential body of men. The judges were not likely to wish to meet their views in the first instance, at all events, and a great many of the leading counsel would be against them. He was afraid he must say that some of the leaders of the solicitor branch of the profession sitting at the Council table were not so sound upon the subject as he would like. That being so, unless the members gave the thing a push, it might be allowed to drop. The rules referred to were the rules under which pleadings were not allowed to be delivered in the Long Vacation, and time did not run in the Long Vacation. He did not think it needed any argument. He thought that every paper which had been read, and every resolution which had been passed, had comprised a desire to get rid of these two restrictions at all events. It had occurred to Mr. Parker and to himself that the best method, seeing that it was stated that there was a revision of the rules now in contemplation, was to request the President to bring a resolution of the society before the Rule Committee, which would be a decided step forward.

Mr. FORD formally seconded the motion.

Mr. Gray HILL (Liverpool) moved as an amendment: "That all the words after the word 'that' be omitted, and that the resolution run: 'That the rescission of ord. 64, rr. 4 and 5, of the Rules of the Supreme Court is desirable.'" He thought they could quite understand the position of the President. Being appointed under the statute a member of the

committee, it was impossible, and would be improper, for him to pledge himself as to any view upon the subject except to express what he thought right upon the committee. At the same time, they might hope that he would share the views expressed in this hall, and that he would be influenced by the views the members represented. Upon the subject of the Long Vacation, they must distinguish between what were practical politics and what were not. He was in favour of going a long way, but there would be very great resistance to the material curtailment of the Long Vacation on the part of judges and the leaders of the bar. But he thought there would be very little resistance with regard to this question of time and pleadings, because the junior members of the bar would alone be interested in the matter, and they were, he thought, for the most part with the supporters of the resolution. What solicitors wanted to say was, in effect: "The Long Vacation shuts the courts; but do not in the Long Vacation prevent us from getting ready our causes for trial as soon as the Long Vacation is over."

Mr. T. RAWLE (London) seconded the amendment.

Mr. FORD urged that the public were greatly concerned in getting rid of the Long Vacation, which worked the greatest injustice to suitors in the courts. He combated the notion that the judges and leading members of the bar would get no holidays. They would take care, if the Long Vacation were abolished, to get holidays in the future as in the past. The Long Vacation practically lasted from the 10th of August to about Christmas time.

Mr. E. K. BLYTH (London) urged that a resolution should be carried in some form, so that they, as the solicitor branch of the profession, should push the reform forward in the public interest. They knew that the judges and the leading members of the bar would oppose it, but they would never get it carried, or the opinion of the public, unless they put it forward.

Mr. GRIBBLE suggested the amendment should run: "That it is expedient that ord. 64, rr. 4 and 5, of the Rules of the Supreme Court be rescinded, and that the Council be requested, in such manner as they shall think best, to bring this resolution to the notice of the committee."

Mr. F. R. PARKER (London), who had returned to the hall, said that in framing the motion he had had no intention of treating the President as a delegate. The resolution, as amended, was substantially in the form he would have asked the meeting to accept had he been present. He had brought it forward because he understood that the rules were now under revision, and it seemed to him a proper time to agitate the question. He also brought it forward because it followed from the resolutions frequently passed—that passed at Liverpool, for instance—and also because Mr. Rawle, whose masterly paper was read at Liverpool, had not for some reason thought fit to move a resolution on the subject. Solicitors knew the growing discontent of their clients, and this delivery of pleadings and time for pleadings belonged to solicitors rather than to the bar. The members had committed themselves over and over again at various meetings with regard to the subject. It was involved in the resolution at the Norwich meeting; it was adopted at Liverpool; it was most strenuously urged by the President in his most eloquent and able address at that meeting; and he (Mr. Parker) thought it was a point on which the members were unanimous. He asked the members to express their concurrence in the request contained in the resolution, and to leave it to the Council to carry it out as they thought fit.

Mr. W. MELMOTH WALTERS said Mr. Ford had used some strong language about the weak-kneed action of the Council, but they were not unanimous. Some people wanted more conviction. If they allowed the delivery of pleadings in the Vacation, they must have the lawyer at his post just as much as if the courts were sitting. The delivery of pleadings was most important, and they would have an occasional qualm when away on their holidays if they thought they were out of the reach of the post, and some serious pleadings were being delivered of which they had no knowledge, and the mischief might be done. He could not separate this from the general question of the abolition of the Long Vacation altogether. So long as they kept the Long Vacation they should keep it intact. His own personal feeling was, let them keep what they had got; shorten it if they liked.

The amendment was carried with three dissentients.

It was then adopted as a substantive resolution by a large majority as follows: "That it is expedient that ord. 64, rr. 4, 5, should be rescinded, and that the Council be requested in such manner as they may think fit to bring the matter to the notice of the Rule Committee."

LEGAL PROCEDURE.

Mr. C. FORD moved, in accordance with notice: "That it be an instruction to the Council of the society to forthwith call the attention of her Majesty's Government to the fact that, following the usual suspension of business during the Long Vacation, there was until about the middle of December a further serious suspension of business owing to the absence of judges from the Royal Courts; and the Council is further instructed to endeavour to in future secure for suitors in the High Court the prompt and continuous sitting of the courts on the termination of the Long Vacation." He said the mischief to some extent was caused by absence of judges on circuit.

Mr. GRIBBLE seconded the motion for the purpose of saying that it was a very important matter, and one to which the Council should give every attention. At the same time he asked Mr. Ford not to press the motion to a division.

Mr. WALTERS thought that it was sufficient that attention had been called to the matter, and moved to proceed to the next business.

Mr. FORD hoped the meeting would not be so discourteous. He would rather adopt Mr. Gribble's suggestion and withdraw the motion.

The PRESIDENT said he thought he need not assure Mr. Ford of his own personal interest in the question. His own views on the subject had been often expressed.

The motion was then withdrawn.

ELECTION OF THE COUNCIL.

Mr. SYDNEY MORSE (London) had given notice to move: "That in the opinion of this meeting it is desirable that at least one-third of the Council should consist of solicitors—members of the society—who have been admitted within the period of twenty-five years preceding any election, and that the necessary steps be taken to give effect to this resolution."

The PRESIDENT said he had received a letter from Mr. Morse to the effect that he would prefer to withdraw the motion, and put forward another resolution at a future meeting. Mr. Morse seemed to fear that some of the existing members of the Council might object to his motion. He (the President) did not think that would be so; but this was a very serious proposition to make, because it would require the society to obtain a new charter. At the present moment membership of the Council was open to every member of the society, and if they were to restrict the election there must be an alteration of the charter. However, as Mr. Morse was not present to move the resolution it fell to the ground.

A vote of thanks to the President, moved by Mr. SMAIL and seconded by Mr. HASTIE, terminated the proceedings.

WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held, at the Law Library, Pierpoint-street, Worcester, on Wednesday, the 29th of January. The members present were: Messrs. A. J. Beauchamp (president), F. R. Jeffrey (vice-president), E. A. Davis, F. Corbett, T. Southall, T. G. Hyde, J. L. Wood, W. T. Curtler, J. H. Yonge, A. E. Lord, W. P. Hughes, A. J. Maund, G. F. S. Brown, R. A. Essex, J. Stallard, jun., S. M. Beale, S. B. Garrard (hon. treasurer), and W. B. Hulme (hon. secretary). The annual report of the committee and the hon. treasurer's accounts for the past year were received and adopted, and the following officers of the society were elected for the ensuing year, namely: President, Mr. A. J. Beauchamp; vice-president, Mr. F. R. Jeffrey; hon. treasurer, Mr. S. B. Garrard; and hon. secretary, Mr. W. B. Hulme. Messrs. T. Southall, F. Corbett, E. A. Davis, J. H. Yonge, and W. W. A. Tree were elected members of the committee, in addition to the officers of the society; and Messrs. G. F. S. Brown and W. T. Curtler were appointed auditors. Mr. C. T. B. Clarke, solicitor, was unanimously elected a member of the society.

The following are extracts from the report of the committee:—

Members.—The present number of members is fifty-two, as against forty-eight last year.

Land Transfer.—The Land Transfer Bill last Session passed the House of Lords, and was read a second time in the House of Commons. It was then referred to a Select Committee, who examined several members of our branch of the profession and others, but, owing to the dissolution of Parliament, the Committee were unable to complete the evidence or to make any report further than presenting the minutes of evidence so far as taken. Based on the evidence obtained, two Bills have been prepared, one at the instance of the Council of the Incorporated Law Society, and one by the president of such society, for simplifying the law of conveyancing, and it is understood that the first-named Bill, as last settled by Mr. Wolstenholme, will be promoted by the Council of the Incorporated Law Society as an alternative measure to the Land Transfer Bill of the Government. The committee desire to acknowledge the services of Mr. E. A. Davis in drawing up a report on the Bills, and in attending the meeting of the provincial societies in London to represent the views of this society.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 21.—Chairman, Mr. A. E. Clarke. The subject for debate was: "That the receipt of remuneration by any newspaper proprietor for criticism should, unless the remuneration is stated, be punishable at law." Mr. T. Seager Berry opened in the affirmative, Mr. Robert Leader opened in the negative. The following members also spoke: Messrs. A. W. Watson, E. Cawley, C. B. Morgan, A. M. White, G. E. D. Warmington, W. E. Singleton, and B. C. Minter. The motion was carried by four votes.

Jan. 28.—Chairman, Mr. J. S. Wilkinson. The subject for debate was: "That the case of *Trego* v. *Hunt* (1895, 1 Ch. 462) was wrongly decided by the House of Lords." Mr. T. H. Bower opened in the affirmative; Mr. C. Herbert Smith opened in the negative. The following members also spoke: Messrs. A. Dickson, Neville Tebbutt, J. C. Gordon, R. Blagden, A. Hair, A. E. Bell, H. Jones, R. Leader, A. E. Clarke, D. Nimmo, F. G. Jones, W. E. Singleton, F. Mortimer, E. Cawley, Hamilton Fox. The motion was lost by twelve votes.

Feb. 4.—Chairman, Mr. Cyril H. Pryor. The subject for debate was: "That this society approves of the action taken by the Government in the recent crisis in the Transvaal." Mr. A. C. F. Boulton opened in the affirmative; Mr. H. M. Giveen opened in the negative. The following members also spoke: Messrs. G. Mollíar Smith, W. H. Davies, G. E. Daniell, G. W. Russell, Neville Tebbutt, Gordon, W. S. Henderson, A. E. Clarke, and F. G. Jones. The motion was carried by ten votes. The subject for debate at the next meeting of the society, on Tuesday,

the 11th of February, is: "That the case of *Sadler* v. *Great Western Railway* (1895, 2 Q. B. 688) was wrongly decided."

LEGAL NEWS.

OBITUARY.

Mr. GEORGE PARKER BIDDER, Q.C., died on Saturday last. He had been conducting an arbitration case at the Assize Courts in Manchester on January 9, and was going back to his hotel when he was knocked down and run over by a van. He returned to London, and after a few days' rest resumed his professional work, but the effects of the accident began to manifest themselves, and he was compelled to take to his bed at the beginning of last week, and died from internal injury. Mr. Bidder was the eldest son of Mr. Bidder, C.E., and was educated at King's College School and at the Universities of Edinburgh and Cambridge, at the latter of which he graduated B.A. in 1858 as seventh wrangler. He was called to the bar at Lincoln's-inn in 1860, took silk in 1874, and shortly afterwards became a bencher of his inn. For several years he has represented the interests of the Midland Railway Co., the London, Brighton, and South Coast Railway Co., the Mersey Docks and Harbour Board, the Bute Docks Co., the North British Railway Co., and a large number of water companies. He was remarkable for his calculating powers, and, the *Times* says, could mentally multiply fifteen figures by fifteen figures, and perform with apparent ease many similar feats. He has also been very successful as a cryptographer, and published some years ago in one of the monthly magazines what is perhaps the only attempt at a scientific method of analysis of ciphers.

APPOINTMENTS.

The Hon. JOHN AUGUSTUS DE GREY, barrister, has been appointed Recorder of Sudbury, in the place of Mr. W. Cockerell, deceased.

His Honour Judge MARTEN, Q.C., has been appointed Chairman of the Board of Studies of the Council of Legal Education, in succession to Mr. Justice Mathew.

Mr. BUCKNILL, Q.C., M.P., has been elected Standing Counsel to the Royal College of Physicians of London, in the place of Sir Arthur Watson, Q.C., retired.

Mr. THOMAS SPROAT, solicitor, of 5, Castle-street, Liverpool, and Rock Ferry, Cheshire, has been appointed Solicitor and Law Clerk to the Lower Bebington Urban District Council. Mr. Sproat, who is a member of the firm of Messrs. Wm. F. Morecroft & Co., of Liverpool, was admitted in January, 1887, and is a notary public and a commissioner for oaths.

Mr. H. S. BRIDGE, solicitor, of 27, Copthall-avenue, E.C., has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

THOMAS HENRY BOLTON and JOHN HURDEN MOTE, solicitors (Bolton & Mote), 11, Gray's-inn-square, London. Jan. 16.

ALFRED JAMES REED and HOWARD KOSSUTH BLOOMER, solicitors (Reed & Bloomer), Grimsby. Dec. 31. [*Gazette*, Jan. 24.

CHARLES WILLIAM HAIGH and HENRY WALTER NICHOLSON, solicitors (Haigh & Nicholson), Newark-on-Trent. Jan. 29. The said Henry Walter Nicholson will carry on the said business alone. [*Gazette*, Jan. 31.

GENERAL.

Mr. Justice Bruce was installed Worshipful Master of the Northern Bar Lodge of Freemasons on Wednesday, in succession to Mr. S. Hall, Q.C., Vice-Chancellor of the County Palatine.

The *City Press* says that at the meeting of the London County Council next Tuesday the candidate who will be proposed by the Committee of Selection for election as the clerk will be the town clerk of Hull.

Thursday, the 6th inst., being the first Thursday in the month, Court of Appeal II. had in their list a batch of appeals from the Chancery of the County Palatine of Lancaster. For the convenience of counsel who practise in the Palatine Court, a time for these appeals is fixed so that they may not be called up to London every time one case is ready. The next day for Palatine appeals will be the 5th of March.

Judge Chalmers was entertained on Saturday at the Devonshire Club by some of his friends, in celebration of his appointment as Legal Member of the Council of India. Those present included Mr. W. A. M'Arthur, M.P., Mr. Brynmor Jones, Q.C., M.P., Mr. Alfred Young (recorder of Gloucester), Mr. Morton Brown (recorder of Tewkesbury), Mr. Gwynne James (recorder of Hereford), Mr. Charles B. Shaw, Mr. Paul Taylor, Mr. William Vivian, and Mr. Arnold White.

The *Daily Telegraph* says that an Irish member of Parliament attended the inaugural dinner of the St. Thomas, Charterhouse, Old Boys' Club, in the Duke's Saloon of the Holborn Restaurant, on Saturday, and in the course of the evening was called on to deliver a speech. He commenced with the sentence: "Gentlemen, I was not at all sure that I should be able to respond to the kind invitation to be present at your dinner, and my presence here is really for the purpose of apologising for not coming." Then there was some laughter, and the hon. member became one of the lions of the evening.

Messrs. H. E. Foster & Cranfield's 564th Periodical Sale, at the Mart, Tokenhouse-yard, on Thursday last, comprised 21 lots of Reversions and Life Policies, all of which (except 5 lots) were sold as follow:—Reversion to one-fifth of about £7,500, life 68, sold £930; Reversion to one-third of £4,892 Consols, life 67, £1,065; Reversion to one-fifth of about £11,780, life 76, £1,400; Reversions to two-fifths of £1,177 Consols, life 77, £320; Reversion to one-fourth (less £1,000) of about £28,000, life 53, £2,580; Reversion to one-seventh of £2,480 Consols, and Life Interest in £16 10s. per annum, £325; Life Interests in £30 and £21 per annum, lives 31 and 25, £600; Reversion to £400, life 53, £180; Life Interest of £102 14s. per annum, life 35, £1,310; Life Interest of about £182 per annum, life 65, £1,000; Life Policy for £500 in National Provident, age 57, £190; ditto for £800 in Economic, age 71, £850; ditto for £1,500 in Pelican, age 65, £1,025; ditto for £1,000 in Imperial, age 56, £215; ditto for £1,000 in Liverpool and London and Globe, age 66, £685. Shares in the Guardian Fire and Life Assurance Co. were sold at prices varying from £10 to £10 5s. per share, and £120 19s. Stock in the Royal Exchange Assurance Corporation realized £410. An auxiliary Reversion and Policy Sale will be held at the Mart on Wednesday, February 19th.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Feb. 10	Mr. Leach	Mr. Bolt	Mr. Carrington
Tuesday 11	Godfrey	Farmer	Lavie
Wednesday 12	Leach	Bolt	Carrington
Thursday 13	Godfrey	Farmer	Lavie
Friday 14	Leach	Bolt	Carrington
Saturday 15	Godfrey	Farmer	Lavie
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Feb. 10	Mr. Beal	Mr. Ward	Mr. Jackson
Tuesday 11	Pugh	Pemberton	Clowes
Wednesday 12	Beal	Ward	Jackson
Thursday 13	Pugh	Pemberton	Clowes
Friday 14	Beal	Ward	Jackson
Saturday 15	Pugh	Pemberton	Clowes

WINDING UP NOTICES.

London Gazette—FRIDAY, Jan. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRUNSWICK COTTON SPINNING CO, LIMITED—Petn for winding up, presented Jan 29, directed to be heard on Wednesday, Feb 12. Hamlin & Co, 3, Fleet st, agents for George H. Robinson, Church lane, Oldham, solor for the petner. Notice of appearing must reach Hamlin & Co, 3, Fleet st, not later than 6 o'clock in the afternoon of Feb 11

EAST MURCHISON GOLD MINING CO, LIMITED—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to Charles Algernon Moreing, Broad st House, New Broad st. Carpenter & Thompson, New Broad st, solors for the liquidator

GROCERS' ASSOCIATION, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Mr Robert Everett, 13, King William st, E.C. Ellis & Co, College hill, solors for the liquidator

REALM CO, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Mills, 19, Basinghall st. Baker & Co, Lincoln's inn fields, solors for the liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LONGFIELD COTTON SPINNING CO, LIMITED—By an order made by the court, dated Jan 13, it was ordered that the voluntary winding up of the above company be continued. Wrigley & Co, Oldham, solors for the petners

London Gazette.—TUESDAY, Feb. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EAST MURCHISON GOLD MINING CO, LIMITED—Creditors are required, on or before March 14, to send their names and addresses, and particulars of their debts or claims, to Charles Algernon Moreing, Broad st House, New Broad st. Carpenter & Thomson, New Broad st, solors to liquidator

F. ROSHER & CO, LIMITED—Petn for winding up, presented Feb 1, directed to be heard on Feb 12. William T. Hick, 2, Church ct, Clement's lane, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 11

MANCHESTER PRINTING AND PUBLISHING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 10, to send their names and addresses, and particulars of their debts or claims, to Alfred S. Mason, liquidator. John Richardson, solor, Manchester

METROPOLITAN PRINTING AND PUBLISHING CO, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and particulars of their debts or claims, to Mr Julius W. H. Byron, 81, Gracechurch st

SOUTHERN GELDENHUIS, LIMITED—Creditors are required, on or before March 20, to send their names and addresses, and particulars of their debts or claims, to Jasper Foster, 6, Gt St Helen's. Birchalls, 85, Gracechurch st, solors to liquidator

UNLIMITED IN CHANCERY.

WEST BOWLING MODEL BUILDING SOCIETY—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts, to Barraclough Hindle, 222, Bowling Old lane, Bradford. Beldon & Ackroyd, Bradford, solors for society

FRIENDLY SOCIETIES DISSOLVED.

DESFORD NEW FRIENDLY SOCIETY, Blue Bell Inn, Desford, near Leicester. Jan 29

LIVERPOOL FRIENDLY SOCIETY OF OPERATIVE PLASTERERS' LABOURERS, Queen Anne Hotel, 45, Soho st, Liverpool. Jan 29

LOYAL TRAFALGAR SOCIETY OF THE ANCIENT ORDER OF DRUIDS, Barleymow Inn, Monnow st, Monmouth. Jan 29

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 14.

BRIERLEY, RALPH BOWER, Longsight, Manchester, Merchant Feb 14 Murgatroyd v Brierley, Registrar, Manchester Linnell, Manchester

BURT, THOMAS, Church st, Soho, Licensed Victualler Feb 14 Taylor, Walker, & Co v Burt, Chitty, J Heron, Lawrence lane, Cheapside

GLOVER, WILLIAM THOMAS, Liverpool, Builder Feb 15 Glover v Glover, Registrar, Liverpool Owen, Liverpool

LONGHURST, HENRY, Chertsey, Surrey, Linen Draper Feb 15 Longhurst v Longhurst, North, J Braikenridge, Bartlett's bldgs

PULFORD, HENRY DOUGHTON, Ladbroke ter, Notting hill, Gent Feb 10 Caledonian and Australian Mortgage and Agency Co v Chaplin, Chitty, J Peckham, Lincoln's inn fields

London Gazette.—FRIDAY, Jan. 17.

AINSWORTH, THOMAS, Blackburn, Lancaster, Solicitor. Feb 29. Ainsworth v Sanderson, and Cockcroft v Sanderson, Kekewich, J. Ainsworth & Co, Blackburn

BURTON, GEORGE, Burton-on-Trent, Solicitor. Feb 29. Lloyds Bank v Burton, Kekewich, J. Brewer, South sq, Gray's inn

London Gazette.—TUESDAY, Jan. 21.

FRENCH, MARIA, Boulogne-sur-Mer. Feb 19. French v Butler, North, J. Bridgman, 4, College hill

London Gazette.—FRIDAY, Jan. 24.

LLOYD, THOMAS, Tredegar, Mon, Bootmaker Feb 18 Rees v Rees, Chitty, J Dauncey Tredegar

SAYER, THOMAS, Seaford, Sussex Feb 18 Roberton v Sayer, Kekewich, J Hillman, Lewes

London Gazette.—TUESDAY, Feb. 28.

READE, HENRY, Compton Beauchamp, Berks, Farmer March 5 Reade v Reade, North, J Crowdy & Son, Faringdon

London Gazette.—FRIDAY, Jan. 31.

KATES, WILLIAM, Kew Bridge rd, Brentford, Gent Feb 25 Wiggins v Kates, North, J Buston, Essex st, Strand

LAW, WILLIAM, Crowland, Lincs, Farmer Feb 20 Maxwell v Law, Chitty, J Wade, Market Deeping

RENDER, ALFRED JOSEPH, Sunderland, Timber Merchant Feb 20 Gibbon v Render, Kekewich, J Ellis, Cullum st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 21.

BANTOCK, THOMAS, Stafford, J P, Railway Agent March 1 Whitehouse, Wolverhampton

BRAMALL, JEREMIAH SEEL, Denton, Lancs, Gent Feb 29 Eaton, Ashton under Lyne

BULTEEL, ELIZABETH, Manchester March 10 Ashworth & Inman, Manchester

COTTINGHAM, HENRY, Rev, Heath Vicarage, Derby March 15 Pope, Devereux ct, Temple

CRASTER, JOHN, Northumbrld, Esq March 1 Dees & Thompson, Newcastle upon Tyne

CRASTER, CHARLOTTE PULLEINE, Northumbrld March 1 Dees & Thompson, Newcastle upon Tyne

CROWTHER, JOSEPH, Bacup, Lancs, Auctioneer Jan 29 Wright, Bacup

DIVE, HENRY ASTON, Weymouth Feb 1 Bedford & Co, Gt Tower st

DOVER, JOSEPH, Bolton Feb 15 Ritson, Bolton

DURANT, MARCUS, Cauldwell, Derbys, Licensed Victualler Feb 15 J & W J Drewry Burton on Trent

FAIRLEY, JOHN DALZIEL, Whalley Range, nr Manchester, Merchant Feb 29 Doyle & Bowden, Manchester

FARREN, ALFRED WILLIAM, Cambridge, Printseller Feb 15 Symonds, Cambridge

GIBBS, ELIZA, Cork Feb 16 Dimond & Son, Wimpole st

GRANT, ALEXANDER, Bedford, Draper Mar 25 Stretton & Aysom, Leicester

HOWORTH, JAMES, Preston, Lancs, China Merchant March 2 W & R Ascroft, Preston

IRWIN, ELOISA, Southsea, Hants March 7 Cousins & Burbidge, Portsmouth

ISSOTT, EDWARD, Chorlton upon Medlock, Brewer March 2 Tucker & Co, Manchester

JOHN, WILLIAM, Llanstadwell, Pembroke March 2 Tucker & Co, Manchester

LAVARD, CHARLES CLEMENT, Bath March 2 Simmons & Co, Bath

MOORE, WILLIAM, Sunderland, Agent Feb 20 William Bell & Sons, Sunderland

PALFREY, JOHN, Sulhampstead, Berks Feb 25 Beale & Martin, Reading

PAUW, JAUNITA, Garhwal, India Feb 29 Drake & Co, Rood la

PEEL, SIR ROBERT, Bart, G C B, The Rt Hon, Drayton Manor, Tamworth Mar 4 Freshfield & Williams, Bank bldgs

PIGG, JOSEPH, Rotherhithe, Surrey, Engineer Feb 28 Sewell, Carlisle

POPPLETON, JAMES, Walsall, Stafford, Bridle Cutters Feb 28 Hall, Walsall

RAMSAY, DAVID, Hoylake, Chester, Merchant Feb 29 Hill & Co, Liverpool

READ, ELIZABETH ANN, Gt Grimsby Feb 29 Laverack & Son, Hull

ROBERTS, JANE, Llanllestyn, Carnarvon Feb 20 Robyns-Owen, Pwllheli

ROSE, AGNES, Newcastle on Tyne March 2 Maughan & Hall, Newcastle

SEABORNE, JOSEPH, Rutland st, Hampstead rd March 2 Tidy & Tidy, Sackville st, W

SHOWERS, CHARLES LIONEL, Travellers' Club, Pall Mall, General April 15 Kent, Lincoln's inn fields, WC

SIMS, GEORGE, Reading, Eating house Keeper March 2 Beale & Martin, Reading

SMITH, JOHN, Westbourne terrace, Hyde Pk, Esq March 4 Taylor & Co, Field Court, Gray's inn

STEWART, HENRY SWEETING, Taunton, Somerset, Gent Feb 25 Newman & Co, Yeovil

TAIT, WILLIAM, Newcastle upon Tyne, Flour Merchant March 2 Maughan & Hall, Newcastle

WESTERMAN, ANNE, Derby March 31 Stone, Derby

WHITTING, CHARLES, Uphill, Somerset Feb 1 Whitting, Weston super Mare

London Gazette.—FRIDAY, Jan. 24.

ALLEYNE, Most Hon. WILLIAM, Marquess of Exeter, Stamford, Northampton March 2 Walfords, Piccadilly

APPLEGATE, EDWIN, West Green rd, South Tottenham, Pharmaceutical Chemist Feb 28 Armstrong, Chancery ln

ARMSTRONG, WILLIAM HENRY, Brampton, Huntingdon, Farmer Feb 24 Hunnybun & Sons, Huntingdon

BAKER, ELLEN, Cambridge avenue, Kilburn March 31 Blachford & Co, Walbrook

BALME, JOSEPH, Halifax, Gent Feb 29 Tunnicliffe & Co, Bradford

BENSUSAN, CAROLINE, Kensington grdns sq Feb 24 Lindo & Co, West st, Finsbury circus

BLACKSHAW, JOHN, Denton, Lancs, Assistant Overseer Feb 29 Lake & New, Stockport

BLYTH, JOSEPH, Gt Yarmouth, Master Mariner April 23 Clowes, Gt Yarmouth

BRASSINGTON, JOHN, Sutton on the Hill, Derbyshire, Farmer March 25 Holland & Rigby, Ashborne

BUGLER, JOHN UDAL, Ashford, Kent, J P March 31 Hall, Folkestone

CHARLTON, ELIZABETH, Alnwick, Northumbrld Feb 10 Middlemas, Alnwick

COLLINS, WILLIAM, Shadoxhurst, Kent, Farmer Feb 9 Hallett & Co, Ashford

COOK, JOHN, Colyton, Devon, Gent Feb 19 Jefferies, Bristol

DOBSON, JOSEPH, Newcastle upon Tyne, Leather Dresser March 1 Mather & Co, Newcastle upon Tyne

DOBSON, MARGARET, Newcastle upon Tyne March 1 Mather & Co, Newcastle upon Tyne

DOLLING, ROBERT, Petherton rd, Highbury Feb 29 Mott & Co, Bedford row

FORTH, WILLIAM, Ashford, Kent, Clerk March 16 Norwood, Ashford

GODOLPHIN, the Most Noble GEORGE, Duke of Leeds, Bedale, York March 25 Lowe & Co, Temple grdns, Temple

GOWAN, CHARLES CECIL, Bridgwater, Esq March 1 Hores & Pattisson, Lincoln's inn fields

GRAY, AMOS (Sen), North Gosforth, nr Newcastle upon Tyne, Contractor March 1 Joel & Parsons, Newcastle upon Tyne

GREEN, THOMAS THORNTON, Poultry, Surveyor Feb 29 Godwin & Edwards, Eldon st

HARRIS, HENRY MARMADUKE, Plymouth, Painter March 5 Wilson & Loye, Plymouth

HENDERSON, CHARLES, Tyne Docks, South Shields, Engineer Feb 21 Hannay, South Shields

JACOMB, ARNOLD, Mount st, Grosvenor sq Feb 29 Clarke & Co, Gresham house

JAMES, FRANCIS, Edgworth Manor, nr Cirencester, Esq March 1 Fairfoot & Co, Clement's inn WC

KILLICK, STANFORD, Petworth, Sussex, Gent Feb 29 Brydone & Pitfield, Petworth

LAKE, WILLIAM, Barking, Essex, Rate Collector Feb 29 Preston, Stratford

MARSH, JOHN, Shrewsbury, Salop, Provision Dealer Feb 29 Stevens, Shrewsbury

MUIRHEAD, JOHN, Lower Belgrave st, Electrical Engineer March 14 Trinder & Capron, Cornhill, EC

PAGE, WILLIAM, Colchester, Essex, Farmer March 6 Goody & Son, Colchester

POLLOCK, FRANK, Brighton Feb 29 Smith & Co, Finsbury cres

RAWLENCE, JAMES, Salisbury, Wilts, Land Agent Feb 22 Fulton & Pye-Smith, Salisbury

RESTALL, WILLIAM, Weston super Mare, Gent Mar 25 Rogers Ford, Weston super Mare

ROBIE, DAVID, Bedford, Gent Feb 13 Sharman & Trethewy, Bedford

ROSE, SARAH ANN, Heigham, Norwich Feb 28 Wilson Gilbert, Norwich

ROYALL, DANIEL, Heigham, Norwich, Gent Feb 28 Wilson Gilbert, Norwich

STONES, SARAH, Manchester Feb 8 L & W Wilkinson, Blackburn

THROUP, ABRAHAM, Leeds, Butcher Feb 6 Tempest, Leeds

TRIPP, CHARLES DANIEL, St George, Glos, Licensed Victualler Feb 13 Gregory & Co Bristol

WALL, JOHN WALKER, Worcs, Miner's Agent Feb 24 Pearson, Birmingham

WATSON, JANE, Newcastle upon Tyne March 1 Joel & Parsons, Newcastle upon Tyne

WHITESIDE, JOHN, Freckleton, Lancs, Farmer Feb 28 Dickson, Kirkham

WILLIS, EPHRAIM, Northampton, Licensed Victualler Feb 29 Parker, Wellingborough

WILSON, WILLIAM JOHN PARDOE, Birches, Albrighton, Salop, Gent Feb 29 Willcock & Taylor, Wolverhampton

WYNN, CHARLOTTE SARAH, Jarrard st, Lewisham March 1 Ponter, New Broad st House

London Gazette.—TUESDAY, Jan. 28.

ADDISON, ELIZABETH, Ilfracombe Feb 8 Gem & Co, Birmingham

BLYTH, JOSEPH, Gt Yarmouth, Master Mariner April 23 Clowes, Gt Yarmouth

BONE, JOHN, Chapel st, Stratford, Horse Dealer Feb 28 Martin & Co, King st

BROUNCKER, HENRY FRANCIS, Dorset, Esq March 1 Bird & Co, Gray's inn sq

CALLAN, JAMES, Cheadle, Chester, Gent March 1 Roper & Co, Manchester

COCKERILL, ESTHER, Lincoln March 2 Toynbee & Co, Lincoln

COWLISHAW, JOHN YEOMANS, Sheffield, Pearl Merchant March 25 Broomhead & Co, Sheffield

DAUBNEY, WILLIAM HEAFORD, Gt Grimsby April 21 Daubney & Bates, Gt Grimsby

DOIDGE, HARRIET, Horfield, Bristol Jan 31 Murly, Bristol

ELEMS, WELLESLEY, and REBECCA ELEMS, St Leonard's sq, Kentish Town Feb 15 Taylor & Taylor, New Broad st, EC

GRUMBRIDGE, MARIA, Albion rd, Wandsworth Feb 21 S M & J B Benson, Clement's inn, WC

HARDING, THOMAS, Bath, Esq Feb 22 Ames & Son, Frome

HIGHAM, WILLIAM HENRY, Bournemouth Mar 14 Smith & Lefroy, Bournemouth

HOLMES, EMILY, Riverdale, Alfriston, Sussex Feb 24 Hillman & Hunter, Eastbourne

JEFFERYS, ANNE, St Mary's rd, Ealing Feb 25 Draper, Vincent sq

LOY, JOHN, Wath upon Dearne, Yorks, Farmer Feb 26 Parker & Co, Rotherham

MAY, GEORGIANA MARION, Albert Hall mansions, Kensington Feb 22 Hopgoods & Dowson, Whitehall place

MCLELLAN, ELEONORA ANN, Beckenham, Kent March 21 Radcliffe & Co, Craven st

MILLWATERS, JANE, Devizes, Wilts March 14 Meek & Co, Devizes

MITFORD, JOHN PHILIP OSBALDESTON, Mitford, Northumbrld, Lieut Col March 7 G & F Brumell, Morpeth

MORTIMER, SAMUEL ARCHER, Martyr Worthy, Southampton, Farmer Feb 29 Clarke & Harris, Winchester
NADAULD, MARGARET CATHERINE, Norfolk rd, Dalston March 9 G & F East, Basinghall st
PAGE, MARY ANN, Lincoln Feb 28 Tweed & Co, Lincoln
PEMBERTON, WALTER SCOTT, Wolverhampton, Gent Feb 8 Gem & Co, Birmingham
PIKE, ROBERT VAN, Romford, Essex, Shipbroker's Clerk Feb 29 Lea, Old Jewry chmbrs
RAINES, the Rev CHARLES ALFRED, Newcastle upon Tyne April 1 Tate & Co, Scarborough
ROBERTS, SARAH ANN, Lincoln, Innkeeper March 2 Toynbee & Co, Lincoln
ROWCROFT, HARRY, Newton, Manchester, Machine Fitter March 7 Bowden & Widdowson, Manchester
SNOWBALL, WILLIAM, Newcastle upon Tyne, Gent March 1 Gibson, Newcastle upon Tyne
STANLEY, THOMAS, Angel row, Edmonton, Veterinary Surgeon March 24 Leslie & Co Basinghall st
STUBBS, ELIZA, Morpeth, Northumbrld March 2 Brett, Morpeth
WADSWORTH, CHRISTOPHER, Everton, Liverpool, Rate Collector March 6 Snowball & Co, Liverpool
WALTERS, THOMAS, Huntspill, Somerset, Telegraph Inspector Feb 25 Board, Burnham
WESTON, HENRY (Jun), Leicester, Boot Manufacturer Feb 24 Burgess & Dexter, Leicester
WOOD, EDMUND THOMAS WEDGWOOD, Ludlow, Salop, Esq March 10 Cooper & Co, Newcastle

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 31.

RECEIVING ORDERS.

ARMSTRONG, WILLIAM, Longton, Staffs, Builder Stoke upon Trent Pet Jan 21 Ord Jan 27
BARNARD, A, Milner sq, Barnsbury High Court Pet Jan 10 Ord Jan 28
BRICE, GEORGE, Rainham, Kent, Clay Merchant Rochester Pet Jan 28 Ord Jan 28
BROWN, HENRY, Derby, Game Dealer Derby Pet Jan 27 Ord Jan 27
BROWN, WILLIAM HENRY, Swansea, Manufacturer Swansea Pet Jan 25 Ord Jan 25
BROWNLOW, MORRISON, & Co, Newington butts High Court Pet Jan 4 Ord Jan 28
BURTON, GEORGE E, Cumberland Basin, Bristol, Builder Bristol Pet Jan 15 Ord Jan 29
BUSH, JOHN, Bath, Solicitor Bath Pet Jan 13 Ord Jan 29
CHAPPLE, JOHN TORRINGTON, Gresham st, Solicitor High Court Pet Jan 29 Ord Jan 29
COLLETT, FRANK HENRY, Whitehill, Bradford, Wilts, Innkeeper Bath Pet Jan 25 Ord Jan 25
COMER, ELLIS, Holywell st, Strand, Bath Proprietor High Court Pet Jan 18 Ord Jan 28
CRUMPTON, GEORGE, Aston, nr Birmingham, Grocer Birmingham Pet Jan 28 Ord Jan 28
DAWES, ARCHIBALD BENJAMIN, Carmarthen, Confectioner Carmarthen Pet Jan 27 Ord Jan 27
DREWRY, JABEZ, and JOSEPH CLIFTON DREWRY, Gt Grimsby, Iron Merchants Gt Grimsby Pet Jan 27 Ord Jan 27
ELLIS, DAN, Woodmancote, Glos, Farmer Cheltenham Pet Jan 29 Ord Jan 29
ENGEHAUSEN, FREDERICK WALTER, Leeds, Commercial Traveller Leeds Pet Jan 27 Ord Jan 27
FAYENBLOOM, SOLOMON, Merthyr Vale, Glam, Clothier Merthyr Tydfil Pet Jan 28 Ord Jan 28
FIELD, SAMUEL WOODGATE, St Leonards on Sea, Grocer Hastings Pet Jan 29 Ord Jan 29
FLEISCHHEUER, ANTON, Fulham High Court Pet Jan 28 Ord Jan 28
GIBBS, FREDERICK HOLLIER, Birmingham, Baker Birmingham Pet Jan 28 Ord Jan 28
HARDY, WILLIAM, Rochdale, Lancs, Contractor Rochdale Pet Jan 14 Ord Jan 28
HARRIS, JOSHUA, Worcester, Butcher Worcester Pet Jan 28 Ord Jan 28
HILL, HARRY, Scarborough, Hairdresser Scarborough Pet Jan 28 Ord Jan 29
HILL, WILLIAM ALBERT, Eton, Bucks, Upholsterer Windsor Pet Dec 17 Ord Jan 25
JENKINS, DAVID, Swansea, Hairdresser Swansea Pet Jan 29 Ord Jan 29
JONES, BROTHERS, Birmingham, House Furnishers Birmingham Pet Jan 10 Ord Jan 27
MARCUS, M, West Kilburn, Tailor's Cutter High Court Pet Jan 6 Ord Jan 29
MAYES, HENRY JOHN, Exning, Suffolk, Carpenter Cambridge Pet Jan 29 Ord Jan 29
MELLOR, HENRY, Ashover, nr Chesterfield, Joiner Derby Pet Jan 29 Ord Jan 29
MITCHELL, JOSEPH HENRY, and EDWARD COLLIER, St Pauls Church yd, Tailors High Court Pet Jan 28 Ord Jan 28
NEWTON, GEORGE WILLIAM, Monkwearmouth, Sunderland, Grocer Sunderland Pet Jan 18 Ord Jan 24
PRITCHARD, DAVID, Llandeusant, Carmarthenshire, Timber Haulier Carmarthen Pet Jan 21 Ord Jan 21
PUGH, SEPTIMUS LEWIS, Porthcawl, Glam, Milkseller Cardiff Pet Jan 25 Ord Jan 25
PURDY, HENRY, Long Eaton, Derbyshire, Lace Manufacturer Derby Pet Jan 28 Ord Jan 28
QUICK, FREDERICK, New Brompton, Kent, Grocer Rochester Pet Jan 27 Ord Jan 27
RABBULA, HENRY, St Mildred's ct, Wine Merchant High Court Pet Jan 10 Ord Jan 29
SIMPSON, GEORGE WILKINSON, Bridlington Quay, Yorks, Formerly Grocer Scarborough Pet Jan 27 Ord Jan 27
SMITH, ALFRED, Birkdale, Lancs Liverpool Pet Jan 28 Ord Jan 28
TRAPP, JOSEPH, Upton on Severn, Worcestershire, Tailor Worcester Pet Jan 28 Ord Jan 28
TURNER, ROBERT, Hollins, Lancs Bolton Pet Dec 20 Ord Jan 27
VARLEY, WILLIAM STEPHENSON, Old st, St Luke's, EC Licensed Victualler High Court Pet Jan 28 Ord Jan 28
WATKINSON, HERBERT, Binfield rd, Stockwell, Dyer High Court Pet Jan 27 Ord Jan 27
WHEELDON, WILLIAM HENRY, Henley in Arden, Warwickshire, Chemist Warwick Pet Jan 29 Ord Jan 29
WILLIAMS, JOHN, Narberth, Pembrokeshire, Builder Pembroke Dock Pet Jan 27 Ord Jan 27
WILLIAMS, SAMUEL, Cardiff, Grocer Cardiff Pet Jan 25 Ord Jan 25
WINDRED, ALFRED, Lorrimore rd, Kennington Pk, Grocer's Traveller Gt Yarmouth Pet Jan 25 Ord Jan 25
WOODFORD, SAMUEL, and THOMAS WOODFORD, Bulwell, Nottingham Nottingham Pet Jan 27 Ord Jan 27

FIRST MEETINGS.

ARCHER, FRANK, Scarborough, Eating house Keeper Feb 12 at 11.30 Off Rec, 74, Newborough st, Scarborough
ARMSTRONG, JOHN, Wolverhampton, Grocer Feb 10 at 11 Off Rec, Wolverhampton
BAKER, GEORGE, North Shields, Northumbrld, Ironfounder Feb 12 at 11.30 Off Rec, Mosley chmbrs, Mosley st, Newcastle on Tyne
BARRON, PETER, Mile End rd, Fruit Grower Feb 7 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
BEYFUS, WALTER, Victoria st, Westminster, Gent Feb 7 at 11 Bankruptcy bldgs, Carey st
BIBBS, HAROLD FREDERICK, Worcester, Cashier Feb 8 at 11.30 Off Rec, 45, Copenhagen st, Worcester
BLACKLOCK, JOHN GEORGE, Torquay, Carpenter Off Rec, 13, Bedford circus, Exeter
BOTTOMLEY, CHARLES EDWIN, Middlesborough, Grocer Feb 12 at 3 Off Rec, 8, Albert rd, Middlesborough
BRADBURY, JAMES ROBERT, and ROBERT JAMES BRADBURY, Macclesfield, Ches, Silk Manufacturers Feb 7 at 12 Off Rec, 23, King Edward st, Macclesfield
BRICE, GEORGE, Rainham, Kent, Clay Merchant Feb 10 at 11.15 Off Rec, 9, King st, Maidstone
BROWN, HENRY, Derby, Game Dealer Feb 7 at 12 Off Rec, 40, St Mary's gate, Derby
BUNNAGE, THOMAS, Spilsby, Lincs, Gardener Feb 13 at 12 Off Rec, 48, High st, Boston
CALCUTT, H G, Leeds, Musical Dealer Feb 7 at 11 Off Rec, 22, Park row, Leeds
COPELAND, JOHN, Warrington, Lancs, Working Joiner Feb 7 at 3 Ogden's chmbrs, Bridge st, Manchester
COWLIN, WILLIAM JOHN, St Leonards on Sea Licensed Victualler Feb 17 at 12 Young & Sons, Bank bldgs, Hastings
DAVIES, ELIZABETH, St Clears, Carmarthenshire, Grocer Feb 8 at 11.30 Off Rec, 4, Queen st, Carmarthen
DAY, HARRY ANDREW, Newport, Mon, Confectioner Feb 10 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon
DHENIN, LEWIS, Cardiff, Grocer Feb 11 at 11 Off Rec, 29 Queen st, Cardiff
DRAKE, THOMAS, Middlesborough, Saddler Feb 12 at 3 Off Rec, 8, Albert rd, Middlesborough
EDMUNDS, JAMES, Griffithstown, nr Newport, Mon, Grocer Feb 10 at 11.30 Off Rec, Gloucester bank chmbers, Newport Mon
FIELDER, THOMAS, Bexhill, Sussex, Farmer Feb 17 at 12.30 Young & Sons, Bank bldgs, Hastings
FLETCHER, JOHN, Castleford, Yorks, Painter Feb 7 at 11 Off Rec, 6, Bond ter, Wakefield
HARRIS, FRANCIS PRESTON, Stokeinteignhead, Devonshire Butcher Feb 13 at 11 Off Rec, 13, Bedford circus, Exeter
HILL, HARRY, Scarborough, Hairdresser Feb 13 at 11.30 Off Rec, 74, Newborough st, Scarborough
HORLINGTON, GEORGE, Darlington, Durham, Commercial Traveller Feb 12 at 3 Off Rec, 8, Albert rd, Middlesborough
JONES, DAVID, Whitland, Carmarthenshire, Merchant Feb 8 at 11 Off Rec, 4, Queen st, Carmarthen
KINSON, JOHN, Measham, Derbyshire, Victualler Feb 8 at 11.45 Midland Hotel, Station st, Burton on Trent
LAWRENCE, GEORGE, Bilston, Staffs, Licensed Victualler Feb 10 at 11.30 Off Rec, Wolverhampton
MURRELL, GEORGE, Blackwater, Southampton, Builder Feb 10 at 12.30 24, Railway app, London bridge
MYER, ROBERT, Ipswich, Innkeeper Feb 7 at 2 Off Rec 36, Princes st, Ipswich
O'NEIL, THOMAS, Cardiff, Greengrocer Feb 11 at 11.30 Off Rec, 29, Queen st, Cardiff
OSBORNE, ISAAC, Bromfield, Cumbrld, Innkeeper Feb 14 at 12 Off Rec, 29, Lowther st, Carlisle
OWEN, JOHN MORGAN, Pontycymmer, Glam, Outfitter Feb 10 at 11 Off Rec, 29, Queen st, Cardiff
PHILLIPS, ARTHUR HERBERT, West Green rd, Tottenham Feb 8 at 11.30 Off Rec, 95, Temple chmbrs, Temple avenue
PLATT, JAMES, Ashton under Lyne, Money Lender Feb 7 at 2.45 Ogden's chmbs, Bridge st, Manchester
PRITCHARD, DAVID, Llandeusant, Carmarthens, Timber Haulier Feb 8 at 12.30 Off Rec, 4, Queen st, Carmarthen
QUICK, FREDERICK, New Brompton, Grocer Feb 10 at 11 Off Rec, 9, King st, Maidstone
ROWE, RICHARD CHARLES, Newport, Mon, Carpenter Feb 10 at 12 Off Rec, Gloucester Bank chmbrs, Newport Mon
ROWLANDS, JOHN, Pontypridd, Commercial Traveller Feb 7 at 12 65, High st, Merthyr Tydfil
SHUTTLEWORTH, JOSEPH HAMPSON, Hindley, Lancs, Grocer Feb 7 at 11 16, Wood st, Bolton
SILLEM, LOUIS AUGUSTUS, Fenchurch avenue, Merchant Feb 12 at 12 Bankruptcy bldgs, Carey st
SIMPSON, GEORGE WILKINSON, Bridlington Quay, Yorks, Tobacconist Feb 14 at 11.30 Off Rec, 74, Newborough st, Scarborough
TAYLOR, JAMES, Fulham, Timber Merchant Feb 13 at 11 Bankruptcy bldgs, Carey st
TAYLOR, WILLIAM, Shoe lane, Draper Feb 7 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
TURNER, ROBERT, Hollins, nr Bury, Lancs Feb 10 at 3 16, Wood st, Bolton
VINALL, JONATHAN, St Leonards on Sea, Grocer Feb 10 at 1 Young & Son, Bank bldgs, Hastings
WALKER, THOMAS DAWSON, Liverpool, Comedian Feb 11 at 12 Off Rec, 35, Victoria st, Liverpool
WARD, THOMAS, Poplar, Undertaker Feb 12 at 11 Bankruptcy bldgs, Carey st
WEBSTER, WILLIAM HENRY, Scarborough, Painter Feb 11 at 11.30 Off Rec, 74, Newborough st, Scarborough

ADJUDICATIONS.

BAILLIE, Rev THOMAS GEORGE, Kingsland, Herts Leominster Pet Nov 18 Ord Jan 28
BERSON, ALFRED, and ROBERT ARTHUR MEDLYCOTT, Stanley rd, Ball's Pond High Court Pet Dec 3 Ord Jan 25
BEYFUS, WALTER, Victoria st, Westminster High Court Pet Dec 28 Ord Jan 25
BRICE, GEORGE, Rainham, Kent, Clay Merchant Rochester Pet Jan 28 Ord Jan 28
BROWN, HENRY, Derby, Game Dealer Derby Pet Jan 27 Ord Jan 27
BRYAN, JAMES, and WALTER BRYAN, Grange rd, Bermondsey, SE High Court Pet Nov 25 Ord Jan 25
CANE, ROBERT HENRY, Preston, Lancs, Pianoforte Dealer Preston Pet Dec 30 Ord Jan 28
CHAPPLE, JOHN TORRINGTON, Gresham st, EC, Solicitor High Court Pet Jan 29 Ord Jan 29
COLLETT, FRANK HENRY, Bradford, Wilts, Innkeeper Bath Pet Jan 25 Ord Jan 25
CRUMPTON, GEORGE, Aston, nr Birmingham, Grocer Birmingham Pet Jan 28 Ord Jan 28
DAWES, ARCHIBALD BENJAMIN, Carmarthen, Confectioner Carmarthen Pet Jan 25 Ord Jan 27
DEMPSEY, MARTIN, Gateshead, Durham, Marine Store Dealer Newcastle on Tyne Pet Dec 5 Ord Jan 28
DREWRY, JABEZ, and JOSEPH CLIFTON DREWRY, Gt Grimsby, Iron Merchants Gt Grimsby Pet Jan 27 Ord Jan 27
ELLIS, DAN, Woodmancote, Glos, Farmer Cheltenham Pet Jan 29 Ord Jan 29
ENGEHAUSEN, FREDERICK WALTER, Leeds, Commercial Traveller Leeds Pet Jan 27 Ord Jan 27
FAYENBLOOM, SOLOMON, Merthyr Vale, Glam, Clothier Merthyr Tydfil Pet Jan 28 Ord Jan 28
FIELD, SAMUEL WOODGATE, St Leonards on Sea, Grocer Hastings Pet Jan 29 Ord Jan 29
FLEISCHHEUER, ANTON, Fulham, Public House Manager High Court Pet Jan 28 Ord Jan 29
FREEMAN, WALTER, Reading, Baker Reading Pet Dec 20 Ord Jan 24
GRIFFITHS, JOHN DAVID, Clerkenwell, Provision Dealer High Court Pet Jan 17 Ord Jan 28
HARRIS, JOSHUA, Worcester, Butcher Worcester Pet 28 Ord Jan 28
HILL, HARRY, Scarborough, Hairdresser Scarborough Pet Jan 29 Ord Jan 29
KEMP WELCH, WILLIAM, Gresham st, Solicitor High Court Pet Jan 4 Ord Jan 29
LAFFITTE, PAUL ODON, Leeds, Civil Engineer High Court Pet Nov 8 Ord Jan 29
LAMB, DANIEL, Bristol, Confectioner Bristol Pet Jan 10 Ord Jan 28
MACKINTOSH, LOUIS ALEXANDER, Belford, Builder Belford Pet Jan 4 Ord Jan 29
MANKIN, MARY ELIZABETH, Whitby, Boot Dealer Stockton on Tees Pet Jan 14 Ord Jan 27
MASON, JOHN, Hinckley, Leics, Hosiery Manufacturer Leicester Pet Dec 31 Ord Jan 28
MAYES, HENRY JOHN, Exning, Suffolk, Carpenter Cambridge Pet Jan 29 Ord Jan 29
MELLOR, HENRY, Ashover, nr Chesterfield, Joiner Derby Pet Jan 28 Ord Jan 29
MUMMERY, ALBERT HOWARD, Christchurch, Hants, Miller Poole Pet Jan 16 Ord Jan 28
NELSON, ABERCROMBY ANSON CRAVEN, Frinsted, nr Sittingbourne, Kent Rochester Pet Dec 30 Ord Jan 27
NEWTON, GEORGE WILLIAM, Monkwearmouth, Sunderland, Grocer Sunderland Pet Jan 17 Ord Jan 28
O'NEIL, THOMAS, Canton, Cardiff, Greengrocer Cardiff Pet Jan 14 Ord Jan 15
PHILLIPS, ARTHUR HERBERT, West Green rd, Tottenham Edmonton Pet Dec 21 Ord Jan 25
PRITCHARD, DAVID, Llandeusant, Carmarthenshire, Timber Haulier Carmarthen Pet Jan 21 Ord Jan 21
PUGH, SEPTIMUS LEWIS, Porthcawl, Glam, Milkseller Cardiff Pet Jan 25 Ord Jan 25
PURDY, HENRY, Long Eaton, Derbyshire, Lace Manufacturer Derby Pet Jan 28 Ord Jan 28
QUICK, FREDERICK, New Brompton, Kent, Grocer Rochester Pet Jan 27 Ord Jan 27
RUSSELL, THOMAS, Stone, nr Greenhithe, Kent, Farmer Rochester Pet Jan 7 Ord Jan 27
SILLEM, LOUIS AUGUSTUS, Mountnessing, Essex, Merchan High Court Pet Jan 23 Ord Jan 25

SIMPSON, GEORGE WILKINSON, Bridlington Quay, Yorks, Tobacconist Scarborough Pet Jan 26 Ord Jan 27
SMITH, ALFRED, Birkdale, Lancs Liverpool Pet Jan 28 Ord Jan 28
TAYLOR, JAMES, North End rd, Fulham, Timber Merchant High Court Pet Jan 25 Ord Jan 29
TRAPP, JOSEPH, Upton on Severn, Worcs, Tailor Worcester Pet Jan 28 Ord Jan 28
TURNER, ROBERT, Hollins, nr Bury, Lancs Bolton Pet Dec 20 Ord Jan 28
VARLEY, WILLIAM STEPHENSON, Old st, St Luke's, EC, Licensed Victual'er High Court Pet Jan 28 Ord Jan 28
WALKER, HERBERT ARTHUR, Gt Yarmouth, School Teacher Gt Yarmouth Pet Jan 20 Ord Jan 23
WATKINSON, HERBERT, Binfield rd, Stockwell, SW, Dyer High Court Pet Jan 27 Ord Jan 27
WATTS, WALTER OSMOND, Stepney, E, Licensed Victualler High Court Pet Dec 27 Ord Jan 29
WILLIAMS, JOHN, Narberth, Pembrokeshire, Builder Pembroke Dock Pet Jan 20 Ord Jan 27
WILLIAMS, WILLIAM, Shrewsbury, Salop, Confectioner Shrewsbury Pet Jan 17 Ord Jan 24
WILLIS, FREDERICK COOPER, Pump ct, Temple, EC, Barrister at Law High Court Pet May 16 Ord Jan 25
WINDRED, ALFRED, Lorrimore rd, Kennington Pk, Traveller Gt Yarmouth Pet Jan 24 Ord Jan 25
WOODFORD, SAMUEL, and THOMAS WOODFORD, Bulwell, Nottingham, Basket Makers Nottingham Pet Jan 27 Ord Jan 27

ADJUDICATION ANNULLED.

CRAVEN, THOMAS WILLIAM, Melton Mowbray, Leicester, Baker Leicester Adjud April 6, 1895 Annul Jan 27, 1896

London Gazette.—TUESDAY, Feb. 4.

RECEIVING ORDERS.

BANCROFT, WILLIAM, Manchester, Boot Maker Manchester Pet Jan 30 Ord Jan 30
BRICE, BERNARD HENRY, Hythe, Kent, Cabinet Maker Canterbury Pet Jan 31 Ord Jan 31
BRITTAIN, ALFRED GEORGE, Birmingham, School Proprietor Birmingham Pet Feb 1 Ord Feb 1
CALLON, EDGAR, Hulme, Manchester, Confectioner Manchester Pet Jan 29 Ord Jan 29
COHEN, A M, Brighton Brighton Pet Jan 18 Ord Jan 30
CORMACK, JOHN BURGAN, Gt Grimsby, late Fishcurer Gt Grimsby Pet Feb 1 Ord Feb 1
COULSON, MARY ANN, Thirsk, Yorks, Farmer Northallerton Pet Jan 31 Ord Jan 31
ELLIS, MORGAN THOMAS, Tonypandy, Glam, Wine Merchant Pontypridd Pet Jan 31 Ord Jan 31
EVANS, JOHN, Pwllgwaun, nr Pontypridd Haulier Pontypridd Pet Jan 30 Ord Jan 30
FFOULKES, SARAH SOPHIA, Birmingham, School Proprietor Birmingham Pet Jan 30 Ord Jan 30
GOODALL, WILLIAM, Cheshire, Farmer Nantwich Pet Jan 6 Ord Jan 29
HALMSHAW, JAMES HENRY, Bradford, Yorks, Eating house Keeper Bradford Pet Jan 30 Ord Jan 30
HOLDEN, JOHN, Bentham, Yorks, Farmer Kendal Pet Jan 11 Ord Feb 1
HOOSON, JOHN, Briercliffe, Lancs Burnley Pet Jan 15 Ord Jan 30
ISLAM, GEORGE HENRY, Harpurhey, Manchester, Pork Butcher Manchester Pet Jan 4 Ord Jan 30
JOHNSON, THOMAS WILLIAM, Whitehaven, Auctioneer Whitehaven Pet Jan 30 Ord Jan 30
JOHNSTONE, H CAMPBELL, Down st, Piccadilly High Court Pet Dec 10 Ord Jan 31
LANGRIDGE, ARTHUR, Hastings, Eating house Keeper Hastings Pet Feb 1 Ord Feb 1
LEYLAND, EDWARD JAMES, Manchester, Commission Agent Manchester Pet Jan 31 Ord Jan 31
MACAULAY, DONALD, Birmingham, Draper Birmingham Pet Dec 11 Ord Jan 30
MILES, JOSEPH WILLIAM, Birmingham, Grocer Birmingham Pet Jan 30 Ord Jan 30
PEEL, ALFRED H, Brook st, Hanover sq, Gent High Court Pet Dec 3 Ord Jan 29
PEEL, WILLIAM CHARLES, Brook st, Hanover sq, Gent High Court Pet Dec 3 Ord Jan 29
PHILLIPS, EDWARD GEORGE, Elm rd, Stratford, Clerk High Court Pet Jan 30 Ord Jan 30
RADFORD, JOSEPH WAGSTAFFE, Nottingham, Joiner Nottingham Pet Feb 1 Ord Feb 1
REAKES, GEORGE ISAAC, Cherry Orchard, Shrewsbury, Electrical Engineer Shrewsbury Pet Jan 30 Ord Jan 30
ROBINSON, CHARLES COLLETT, Wolvercote, Oxford, Builder Oxford Pet Jan 6 Ord Jan 29
ROWBERRY, LEONARD VALE, Newland, Worcs, Innkeeper Worcester Pet Feb 1 Ord Feb 1
SMITH, GEORGE, Withington, Hereford, Haulier Hereford Pet Jan 31 Ord Jan 31
SMITH, W P, Sussex st, Pimlico High Court Pet Jan 2 Ord Jan 30
STRATFORD, JOHN D'ALBINI, Southsea, Captain Portsmouth Pet Jan 10 Ord Jan 29
STREDDER, JOSIAH CLIFTON, Southport, Insurance Manager Liverpool Pet Jan 30 Ord Jan 30
TIDSWELL, GEORGE HALLIDAY, Southport, Confectioner Liverpool Pet Jan 30 Ord Jan 30
VILE, WILLIAM JOHN, Ashford, Kent, Builder Canterbury Pet Jan 31 Ord Jan 31
WALSH, WILLIAM, Leeds, Auctioneer Leeds Pet Jan 30 Ord Jan 30
WHITE, ALBERT, Bedford, Grocer Bedford Pet Jan 31 Ord Jan 31
WILTSHIRE, WILLIAM THOMAS, Stockbridge, Hants Southampton Pet Jan 30 Ord Jan 30

FIRST MEETINGS.

BENTLEY, JOHN, and JOHN EDWARD RAISTRICK, Bradford, Yorks, Joiners Feb 12 at 11 Off Rec, 31, Manor row, Bradford
BEST, CHARLES GLASCOTT, Birmingham, Builder Feb 14 at 11 23, Colmore row, Birmingham
BOTT, THOMAS, Pelsall, Staffs, Farmer Feb 13 at 11 Off Rec, Walsall
BOWEN, THOMAS, and WILLIAM EDWARD JONES, Merthyr Tydfil, Outfitters Feb 12 at 12 65, High st, Merthyr Tydfil
BURNETT, EDWIN, Dorchester, Solicitor Feb 11 at 12.15 Antelope Hotel, Dorchester
CALLON, EDGAR, Hulme, Manchester, Confectioner Feb 12 at 3.15 Ogden's chmbrs, Bridge st, Manchester
COPE, FRANK, Walsall, Staffs, Grocer Feb 13 at 11.30 Off Rec, Walsall
DAWES, ARCHIBALD BENJAMIN, Carmarthen, Hotel Keeper Feb 12 at 3 Off Rec, 4, Queen st, Carmarthen
DE BENEDITTY, JOSEPH MATTHIAS, Goldhawk rd, Shepherds Bush, Financial Agent Feb 11 at 2.30 Bankruptcy bldgs, Carey st
EGGETT, EDWARD, King's Lynn, Norfolk, Wood Merchant Feb 12 at 12 W B Whall, Market sq, King's Lynn
ELLIS, DAN, Gloucestershire, Farmer Feb 15 at 4 County Court bldgs, Cheltenham
ENGEHAUSEN, FREDERICK WALTER, Leeds, Commercial Traveller Feb 12 at 11 Off Rec, 22, Park row, Leeds
FAVENBLOOM, SOLOMON, Merthyr Vale, Glam, Clothier Feb 11 at 3 65, High st, Merthyr Tydfil
GREAVES, SARAH, Hyde, Cheshire, Earthenware Dealer Feb 12 at 2.45 Ogden's chambers, Bridge st, Manchester
HALMSHAW, JAMES HENRY, Bradford Feb 14 at 11 Off Rec, 31, Manor row, Bradford
HARDY, WILLIAM, Rochdale, Contractor Feb 11 at 11 Townhall, Rochdale
ISLAM, GEORGE HENRY, Manchester, Pork Butcher Feb 12 at 3 Ogden's chmbrs, Bridge st, Manchester
JOHNSON, THOMAS WILLIAM, Whitehaven, Auctioneer Feb 13 at 2 County Court house, Whitehaven
JONES, JOHN, South Norwood, Accountant Feb 11 at 11.30 24, Railway app, London Bridge
KEIBL, JAMES, Cardiff, Builder Feb 13 at 11.30 Off Rec, 29, Queen st, Cardiff
LEEKE, JOHN, Longbridge, Worcs, Carpenter Feb 14 at 12 23, Colmore row, Birmingham
MARSHALL, CHARLES JAMES, West Ham lane, Stratford, Painter Feb 12 at 2.30 Bankruptcy bldgs, Carey st
MAYES, HENRY JOHN, Exning, Suffolk, Carpenter Feb 14 at 12 Off Rec, 5, Petty Cury, Cambridge
MELLOR, HENRY, Ashover, nr Chesterfield, Joiner Feb 12 at 12 Off Rec, 40, St Mary's gate, Derby
MCGOWAN, WILLIAM, Otley, Yorks, Refreshment Room Proprietor Feb 13 at 12 Off Rec, 22, Park row, Leeds
MITCHELL, JOSEPH HENRY, and EDWARD COLLIER, St Paul's churchyard, Tailors Feb 12 at 12 Bankruptcy bldgs, Carey st
MOORE, JOHN WILFRED, Birmingham, Grocer Feb 12 at 11 23, Colmore row, Birmingham
MORRIS, JOSEPH, Trafalgar rd, Old Kent rd, Provision Dealer Feb 11 at 12 Bankruptcy bldgs, Carey st
ODELL, HENRY AMBROSE, Gt Bridge, Staffs, Brick Manufacturer Feb 12 at 12 23, Colmore row, Birmingham
PHILLIPS, JANNET, Cardiff, Draper Feb 13 at 11 Off Rec, 29, Queen st, Cardiff
PUDGE, FRANK, Birmingham, Grocer Feb 13 at 11 23 Colmore row Birmingham
PURDY, HENRY, Long Eaton, Derby, Lace Manufacturer Feb 11 at 12 Off Rec, 40, St Mary's gate, Derby
QUICK, EDWARD, Gt George st, Westminster, Civil Engineer Feb 11 at 11 Bankruptcy bldgs, Carey st
RAHBULA, HARRY, St Mildred's ct, Wine Merchant Feb 13 at 2.30 Bankruptcy bldgs, Carey st
REAKES, GEORGE ISAAC, Cherry Orchard, Shrewsbury, Electrical Engineer Feb 13 at 11.30 Off Rec, Shrewsbury
SMITH, ALFRED, Birkdale, Lancs Feb 12 at 12 Off Rec, 35, Victoria st, Liverpool
SMITH, JANE, Tunbridge Wells, Lodging house Keeper Feb 12 at 12.30 Spencer and Hother's, 4, Dudley rd, Tunbridge Wells
STOREY, JOHN GEORGE, Stockton on Tees, Plater Feb 19 at 3 Off Rec, 8, Albert rd, Middlesborough
TATHAM, HENRY EDWARD, and GERALD HAMILTON TATHAM, Tokenhouse bldgs, EC, Stock Brokers Feb 14 at 2.30 Bankruptcy bldgs, Carey st
TWELVETREES, WALTER NOBLE, High rd, Balham, Engineer Feb 12 at 2.30 Bankruptcy bldgs, Carey st
WAILE, JOHN, Otley, Yorks, Pig Dealer Feb 13 at 11 Off Rec, 22, Park row, Leeds
WILLIS, FREDERICK COOPER, Pump ct, Temple, Barrister at Law Feb 13 at 12 Bankruptcy bldgs, Carey st
WILTSHIRE, WILLIAM THOMAS, Stockbridge, Hants Feb 14 at 3 Off Rec, 4, East st, Southampton
WINDRED, ALFRED, Lorrimore rd, Kennington Pk, SE Grocer's Traveller Feb 22 at 12 Off Rec, 8, King st, Norwich
WINWOOD, WILLIAM GEORGE, Worcester, Corn Factor Feb 15 at 11.30 Off Rec, 45, Copenhagen st, Worcester
WRIGHT, HOWARD, Southport, Commercial Traveller Feb 12 at 12.30 Off Rec 35, Victoria st, Liverpool

ADJUDICATIONS.

BANCROFT, WILLIAM, Manchester, Boot Maker Manchester Pet Jan 30 Ord Feb 1
BRICE, BERNARD HENRY, Hythe, Kent, Cabinet Maker Canterbury Pet Jan 31 Ord Jan 31
BROWN, WILLIAM HENRY, Swansea, Manufacturer Swansea Pet Jan 25 Ord Jan 29
CALLON, EDGAR, Hulme, Manchester, Confectioner Manchester Pet Jan 29 Ord Jan 30
COLLINS, THOMAS JAMES, Benenden, Kent, Miller Hastings Ord Jan 30
COMER, ELLIS, Holywell st, Strand, Bath Proprietor High Court Pet Jan 18 Ord Jan 30
CORMACK, JOHN BURGAN, Gt Grimsby, Fishcurer Gt Grimsby Pet Feb 1 Ord Feb 1
COULSON, MARY ANN, Thirsk, York, Farmer Northallerton Pet Jan 31 Ord Jan 31
DAVIES, LOUIS WILLIAM, Ashton juxta Birmingham Birmingham Pet Jan 17 Ord Jan 31
ELLIS, MORGAN THOMAS, Tonypandy, Glam, Wine Merchant Pontypridd Pet Jan 31 Ord Jan 31
EVANS, JOHN, Pwllgwaun, nr Pontypridd, Haulier Pontypridd Pet Jan 29 Ord Jan 30
FRANKLYN, HENRY MORTIMER, Hyde Park, Agent High Court Pet Dec 21 Ord Jan 30
HALMSHAW, JAMES HENRY, Bradford Bradford Pet Jan 30 Ord Jan 30
HALSE, JOSEPH, Fulham, Builder High Court Pet Jan 4 Ord Jan 30
HARDY, WILLIAM, Rochdale, Contractor Rochdale Pet Jan 13 Ord Jan 31
HARE, THOMAS, Eastbourne, Greengrocer Eastbourne Pet Jan 22 Ord Jan 29
HOLMES, MARION, Caversham, Oxon Reading Pet Jan 14 Ord Jan 30
ISLAM, GEORGE HENRY, Harpurhey, Manchester, Pork Butcher Manchester Pet Jan 4 Ord Jan 31
JEFFREYS, WALTER HERBERT, Jermyn st, St James's High Court Pet Oct 15 Ord Jan 31
JOHNSON, THOMAS WILLIAM, Whitehaven, Auctioneer Whitehaven Pet Jan 29 Ord Jan 30
JONES, WILLIAM, Sundorne Grove, nr Shrewsbury, Farmer Shrewsbury Pet Jan 14 Ord Feb 1
LEEKE, JOHN, Longbridge, Worcs, Carpenter Birmingham Pet Jan 16 Ord Jan 31
MARCUS, MORRIS, Marylands rd, West Kilburn, Tailor's Cutter High Court Pet Jan 6 Ord Jan 31
MILES, JOSEPH WILLIAM, Birmingham, Grocer Birmingham Pet Jan 30 Ord Jan 30
MOSS, SYDNEY PERCY, Bucklersbury High Court Pet Dec 10 Ord Feb 1
PHILLIPS, EDWARD GEORGE, Elm rd, Stratford, Clerk High Court Pet Jan 30 Ord Feb 1
RADFORD, JOSEPH WAGSTAFFE, Nottingham, Joiner Nottingham Pet Feb 1 Ord Feb 1
RAHBULA, HARRY, St Mildred's court, Wine Merchant High Court Pet Jan 10 Ord Jan 31
ROWBERRY, LEONARD VALE, Newland, Worcs, Innkeeper Worcester Pet Feb 1 Ord Feb 1
SMITH, GEORGE, Withington, Herefordshire, Haulier Hereford Pet Jan 31 Ord Jan 31
STREDDER, JOSIAH CLIFTON, Southport, Insurance Manager Liverpool Pet Jan 30 Ord Jan 30
TWELVETREES, WALTER NOBLE, High rd, Balham, Engineer High Court Pet Jan 23 Ord Jan 30
VILE, WILLIAM JOHN, Ashford, Kent, Builder Canterbury Pet Jan 30 Ord Jan 31
WALSH, WILLIAM, Leeds, Auctioneer Leeds Pet Jan 30 Ord Jan 30
WHEELDON, WILLIAM HENRY, Henley in Arden, Warwicks, Chemist Warwick Pet Jan 28 Ord Jan 31
WHITE, ALBERT, Bedford, Grocer Bedford Pet Jan 31 Ord Jan 31
WILTSHIRE, WILLIAM THOMAS, Stockbridge, Hants Southampton Pet Jan 30 Ord Jan 30

ADJUDICATION ANNULLED.

GRAY, ISAAC GEORGE, Salisbury, Wilts, Fishmonger Salisbury Adjud Dec 31, 1887 Annul Jan 24, 1896

SALE OF ENSUING WEEK.

Feb. 11.—Mr. J. HORATIO HIBBARD, at the Mart, at 1, the Absolute Reversion to £1,000 in Cash, payable out of Trust Funds on the death of a gentleman aged 64; and also the Absolute Reversion, on the death of a lady aged 32, to £600 Five per Cent. Preference Shares in Manchester, Sheffield, and Lincolnshire Railway, and £923 Three-and-a-half per Cent. New South Wales Stock.

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